

EXHIBIT 80

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

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)
SWATCH S.A.,)
)
)
Plaintiff,) Civil Action No. 1:11-cv-434 LO/JFA
)
)
v.)
)
BEEHIVE WHOLESALE, L.L.C.,)
)
)
Defendant.)

 X

**DEFENDANT'S RESPONSES TO PLAINTIFF'S
FIRST SET OF REQUESTS FOR ADMISSION**

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, defendant Beehive Wholesale, LLC ("Beehive") responds to plaintiff Swatch S.A.'s ("Swatch") First Set of Requests for Admission as set forth below.

REQUEST NO.1: All documents produced by Defendant in response to Plaintiff's First Request for Production of Documents in this proceeding are authentic pursuant to the Federal Rules of Evidence.

Beehive's Objections: Beehive objects to "authentic" as vague and ambiguous. Fed. R. Evid. 901 addresses "authenticity" as a condition precedent to admissibility of evidence. However, "authenticity" is defined only in relation to "what its proponent claims." Beehive has no way of knowing what Swatch may contend each of the recited documents produced by Beehive may be. Beehive will consider an appropriate stipulation as to the authenticity or admissibility of documents on an individual basis.

REQUEST NO.2: All documents produced by Defendant in response to Plaintiff's First Request for Production of Documents in this proceeding are genuine pursuant to the Federal Rules of Civil Procedure.

Beehive's Objections: Beehive objects to "genuine" as vague and ambiguous.

Beehive's Answer: Beehive does not know what is meant by asking whether all documents are genuine pursuant to the Federal Rules of Civil Procedure. Beehive admits that it is not currently aware of any produced documents that have been forged or intentionally made to appear to be something they are not.

REQUEST NO.3: All documents produced by Defendant in response to Plaintiff's First Request for Production of Documents in this proceeding are part of the business records of Defendant kept in the normal course of Defendant's business.

Beehive's Objections: Beehive objects to "the business records of Defendant kept in the normal course of Defendant's business" as vague and ambiguous.

Beehive's Answer: Denied.

REQUEST NO.4: All documents produced by Defendant in response to Plaintiff's First Request for Production of Documents in this proceeding are admissible as evidence in this proceeding under the Federal Rules of Evidence, subject to any objections of Defendant on the grounds of relevance.

Beehive's Answer: Denied.

REQUEST NO.5: Admit Defendant created two websites www.beehivewholesale.com and www.bestofbeehive.com to sell Beehive products, including products bearing the SWAP marks.

Beehive's Answer: Admitted in part, in that, at times, such websites have sold Beehive products, including products bearing the SWAP marks.

REQUEST NO.6: Admit Defendant uses the domain www.bestofbeehive.com to promote, advertise, otherwise market, and sell SWAP products directly to consumers.

Beehive's Objections: Beehive objects to "promote, advertise, otherwise market, and sell," "directly" and "consumers" as vague and ambiguous.

Beehive's Answer: Admitted as to promotion, advertising and sale of SWAP products.

REQUEST NO.7: Admit Defendant sells products in connection with the SWAP mark on the website www.bestofbeehive.com.

Beehive's Objections: Beehive objects to "in connection with" as vague and ambiguous.

Beehive's Answer: Admitted that Beehive sells products bearing the SWAP mark on the website www.bestofbeehive.com.

REQUEST NO.8: Admit Defendant has sold products in connection with the SWAP mark on the website www.bestofbeehive.com since 2008.

Beehive's Objections: Beehive objects to "in connection with" as vague and ambiguous.

Beehive's Answer: Beehive admits that products bearing the SWAP mark have been sold on the website www.bestofbeehive.com at times since about August 26, 2008.

REQUEST NO.9: Admit Defendant has sold products in connection with the SWAP mark on the website www.bestofbeehive.com since 2009.

Beehive's Objections: Beehive objects to "in connection with" as vague and ambiguous.

Beehive's Answer: Admitted that Beehive has sold products bearing the SWAP mark on the website www.bestofbeehive.com since 2009.

REQUEST NO. 10: Admit Defendant has sold products in connection with the SWAP mark on the website www.bestofbeehive.com since 2010.

Beehive's Objections: Beehive objects to "in connection with" as vague and ambiguous.

Beehive's Answer: Admitted that Beehive has sold products bearing the SWAP mark on the website www.bestofbeehive.com since 2010.

REQUEST NO. 11: Admit Defendant has sold products in connection with the SWAP mark on the website www.bestofbeehive.com since 2011.

Beehive's Objections: Beehive objects to "in connection with" as vague and ambiguous.

Beehive's Answer: Admitted that Beehive has sold products bearing the SWAP mark on the website www.bestofbeehive.com since 2011.

REQUEST NO. 12: Admit that individual consumers can purchase products bearing the SWAP mark from the website www.bestofbeehive.com.

Beehive's Objections: Beehive objects to "individual consumers" as vague and ambiguous.

Beehive's Answer: Admitted.

REQUEST NO. 13: Admit that individual consumers have been able to purchase products bearing the SWAP mark from the website www.bestofbeehive.com since 2008.

Beehive's Objections: Beehive objects to "individual consumers" as vague and ambiguous.

Beehive's Answer: Beehive admits that purchase of products bearing the SWAP mark on the website www.bestofbeehive.com has been possible since about August 26, 2008.

REQUEST NO. 14: Admit that individual consumers have been able to purchase products bearing the SWAP mark from the website www.bestofbeehive.com since 2009.

Beehive's Objections: Beehive objects to "individual consumers" as vague and ambiguous.

Beehive's Answer: Admitted.

REQUEST NO. 15: Admit that individual consumers have been able to purchase products bearing the SWAP mark from the website www.bestofbeehive.com since 2010.

Beehive's Objections: Beehive objects to "individual consumers" as vague and ambiguous.

Beehive's Answer: Admitted.

REQUEST NO. 16: Admit that individual consumers have been able to purchase products bearing the SWAP mark from the website www.bestofbeehive.com since 2011.

Beehive's Objections: Beehive objects to "individual consumers" as vague and ambiguous.

Beehive's Answer: Admitted.

REQUEST NO. 17: Admit that the sale of products bearing the SWAP mark via the website www.bestofbeehive.com is not limited to wholesalers.

Beehive's Objections: Beehive objects to "wholesalers" as vague and ambiguous.

Beehive's Answer: Admitted that sales of products bearing the SWAP mark through the website www.bestofbeehive.com are not limited to retail store purchasers.

REQUEST NO. 18: Defendant has used the SWAP mark in stylized form.

Beehive's Answer: Admitted.

REQUEST NO. 19: Defendant has used the SWAP mark in stylized form as depicted below:



Beehive's Answer: Admitted.

REQUEST NO. 20: Defendant has used the SWAP mark in stylized form as depicted below:



Beehive's Answer: Admitted.

REQUEST NO. 21: Defendant does not manufacture its SWAP products.

Beehive's Objections: Beehive objects to this request as vague and ambiguous.

Beehive's Answer: Admitted that Beehive's SWAP products are manufactured by suppliers to Beehive's specifications.

REQUEST NO. 22: Defendant is aware of third party uses of the term "SWAP" for watches.

Beehive's Objections: Beehive objects to "is aware of third party uses" as vague and ambiguous.

Beehive's Answer: Denied that Beehive is currently aware of third party uses in the United States of the term "SWAP" for watches.

REQUEST NO. 23: Defendant is aware of use of the term "SWAP" for watches by PUMA.

Beehive's Objections: Beehive objects to "is aware of use" as vague and ambiguous.

Beehive's Answer: Denied that Beehive is currently aware of use of the term "SWAP" for watches by PUMA.

REQUEST NO. 24: Defendant is aware of use of the term "SWAP" for watches by Orange County Creations.

Beehive's Objections: Beehive objects to "is aware of use" as vague and ambiguous.

Beehive's Answer: Denied that Beehive is currently aware of use of the term "SWAP" for watches by Orange County Creations.

REQUEST NO. 25: Amy Bernard testified on behalf of Defendant in a deposition on September 7, 2006.

Beehive's Answer: Denied.

REQUEST NO. 26: Amy Bernard was under oath when testifying in a deposition on September 7, 2006.

Beehive's Answer: Admitted.

REQUEST NO. 27: Amy Bernard testified on September 7, 2006 that in selecting a name for its products the intention was to select "a word that meant interchangeable."

Beehive's Answer: Admitted that Amy Bernard testified, in part, that "[SWAP] was the one everyone liked in our office. It was short. It meant interchangeable."

REQUEST NO. 28: Amy Bernard testified on September 7, 2006 that interchangeability "was the basis of [the SWAP] line, that you could swap out bands with faces and create your own watch basically."

Beehive's Answer: Admitted that Amy Bernard testified, in part, as recited.

REQUEST NO. 29: Amy Bernard testified on September 7, 2006 that the mark SWAP was selected for Beehive's Class 14 products because "It meant interchangeable."

Beehive's Answer: Admitted that Amy Bernard testified, in part, that "[SWAP] was the one everyone liked in our office. It was short. It meant interchangeable."

REQUEST NO. 30: Amy Bernard testified on September 7, 2006 that "interchangeable" was a function of Beehive's products bearing the SWAP marks.

Beehive's Answer: Admitted that Amy Bernard testified, in part, as recited, but not that she was referring to the trademark significance of the mark SWAP.

REQUEST NO. 31: Amy Bernard testified on September 7, 2006 that the mark SWAP described the function of Beehive's products sold under the SWAP mark.

Beehive's Answer: Denied.

REQUEST NO. 32: Brent Bernard testified on behalf of Defendant in a deposition on September 7, 2006.

Beehive's Answer: Admitted.

REQUEST NO. 33: Brent Bernard was under oath when testifying in a deposition on September 7, 2006.

Beehive's Answer: Admitted.

REQUEST NO. 34: Brent Bernard testified on September 7, 2006 that Beehive selected the mark SWAP because it sought "a term that defined interchangeable."

Beehive's Answer: Admitted that Brent Bernard testified, in part, as recited, but not that he was referring to the trademark significance of the mark SWAP.

REQUEST NO. 35: Brent Bernard testified on September 7, 2006 that it was important to select a mark that meant interchangeable "[b]ecause we - in that product line we sell custom components that are interchangeable."

Beehive's Answer: Denied that Swatch has fairly characterized Mr. Bernard's testimony.

REQUEST NO. 36: Brent Bernard testified on September 7, 2006 that the custom components that are interchangeable which Beehive sells are "[w]atch bands, watch faces."

Beehive's Answer: Admitted.

REQUEST NO. 37: Brent Bernard admitted on September 7, 2006 that the Beehive selected the name SWAP over other terms because it defined what can be done with the product.

Beehive's Answer: Admitted that Brent Bernard testified, in part, as recited, but not that he was referring to the trademark significance of the mark SWAP.

REQUEST NO. 38: Brent Bernard admitted on September 7, 2006 that the Beehive selected the name SWAP over other terms because it best described a function of the product.

Beehive's Answer: Admitted that Brent Bernard testified, in part, as recited, but not that he was referring to the trademark significance of the mark SWAP.

Dated: July 14, 2011

Respectfully submitted,

/s/

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CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of July, 2011, I will cause the foregoing to be forwarded by electronic mail (by agreement) and U.S. mail, to the following:

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/s/
William J. Utermohlen

EXHIBIT 81

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

	X
SWATCH S.A.,)
)
)
Plaintiff,)
)
v.)
)
BEEHIVE WHOLESALE, L.L.C.,)
)
Defendant.)
	X

Civil Action No. 1:11-cv-434 LO/JFA

**DEFENDANT'S RESPONSES TO PLAINTIFF'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendant Beehive Wholesale, LLC ("Beehive") responds to plaintiff Swatch S.A.'s ("Swatch") First Set of Interrogatories as set forth below.

GENERAL OBJECTIONS

1. Beehive objects to Swatch's Interrogatories to the extent they seek to impose obligations beyond those specified by Rules 26, 33 and 34 of the Federal Rules of Civil Procedure, other applicable federal rules, the Local Rules of the District Court for the Eastern District of Virginia, the parties' Joint Discovery Plan and the Rule 16(b) Scheduling Order entered by the Court on May 19, 2011.

2. Beehive objects to Swatch's Interrogatories to the extent that they call for the identification or disclosure of information or documents (collectively herein, "privileged information") which: (a) is protected by the attorney-client or other privileges; (b) is immune from discovery as attorney work product or trial preparation material; (c) reveals or may tend to

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reveal present, future and/or potential future plans or strategy with respect to the dispute that is the subject of these actions and/or related actions; and/or (d) are otherwise protected by Rule 26 of the Federal Rules of Civil Procedure. Beehive also reserves the right to assert other privileges under Rule 501 of the Federal Rules of Evidence.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO.1: Other than those already disclosed in Trademark Trial and Appeal Board Opposition No. 91169312, set forth the amount of sales in dollars in the United States since the first sale, broken down on a yearly basis, for each product or products sold or to be sold by Beehive under the trademark SWAP, by point of sale.

Beehive's Objections: Beehive incorporates its General Objections above. In addition, Beehive objects to "each product or products sold or to be sold" as vague and ambiguous. Beehive also objects to "point of sale" as vague and ambiguous by mixing wholesale and retail "points," as well as mixing the concepts of "locations and/or means," which results in overlap between the points of sale and renders a precise meaning impossible to ascertain. Beehive also objects to producing sales data simultaneously sorted by individual product and point of sale, as Beehive's accounting software is not capable of doing so. If possible, Beehive will provide sales data for SWAP products as a whole, sorted by customer.

Beehive's Response: As previously addressed, Beehive does not have full sales data back to the first sale of SWAP-branded products, which occurred in June 2003, but only from the commencement of Beehive's current accounting system, in approximately the beginning of 2005. As to sales since January 2005, please refer to Beehive document numbers B000740-B000874, produced herewith.

INTERROGATORY NO.2: Other than those already disclosed in Trademark Trial and Appeal Board Opposition No. 91169312, identify any and all third parties of which Defendant is aware that sell watches under the name or mark SWAP.

Beehive's Response: Beehive is not aware of third parties that currently sell watches using the term SWAP in the United States. Beehive understands that Sound and Vision Solutions Limited t/a Alto Audio Visual claims to be using the mark SWAP in certain jurisdictions outside the

United States. In April 2011, Etsy, Inc. was marketing a "Bracelet Watch," which was sometimes referred to as a "Swap Bracelet Watch" or "Swap Bracelet." In addition, alwaysaffordablejewelry.com and handcraftedtrinketsofhope.com were using the term Swap inappropriately in April 2011. Beehive understands that all those uses have been corrected.

INTERROGATORY NO.3: Identify any and all actions taken by Defendant with respect to third parties identified in Interrogatory No.2.

Beehive's Objections: Beehive incorporates its General Objections above. In addition, Beehive objects to "actions" as vague and ambiguous.

Beehive's Response: Beehive will produce correspondence with the parties mentioned in the response to Interrogatory No. 2, from which the information sought by this interrogatory may be derived. See Beehive document numbers B001005-B001044, produced herewith.

INTERROGATORY NO.4: Identify when Defendant first commenced use of the website, www.bestofbeehive.com. to sell products bearing the SWAP mark.

Beehive's Response: Beehive understands "use of the website, www.bestofbeehive.com. to sell products" to mean make sales through that website. Beehive began selling products through www.bestofbeehive.com by about August 26, 2008.

INTERROGATORY NO.5: Identify the date when Defendant first sold products bearing the SWAP mark on the website, www.bestofbeehive.com.

Beehive's Response: Beehive began selling products through www.bestofbeehive.com by about August 26, 2008.

INTERROGATORY NO.6: Identify all persons, their positions, title, employer and address of those who have participated in any way in the preparation of the answer and responses to these Interrogatories. If more than one individual is identified, state specifically, with reference to Interrogatory numbers, the areas of participation of each such person.

Beehive's Objections: Beehive incorporates its General Objections above. In addition, Beehive objects to "participated in any way" as vague and ambiguous.

Beehive's Response: All the persons, other than counsel, who participated in preparing the responses to these interrogatories, are employed by Beehive Wholesale, LLC. They include:

1. Brent Bernard, President. General involvement in responses.
2. Amy Bernard, co-owner. General involvement in responses.
3. Michelle Bernard, Chief Operating Officer. Supervision of assembly of documents; preparing responsive sales reports.
4. Jack Rome, Jr., Chief Financial Officer, preparation of profit analysis.

INTERROGATORY NO.7: Identify all witnesses and documents the Defendant will rely upon in support of all Affirmative Defenses.

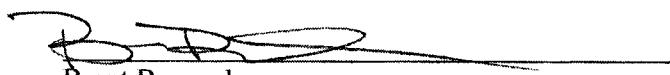
Beehive's Response: Beehive has not yet determined which witnesses and documents it will rely upon in support of its Affirmative Defenses, particularly because Beehive does not know the evidence on which Swatch will rely in its case-in-chief. However, the potential witnesses include Brent Bernard, Amy Bernard, Michelle Bernard, Jack Rome, Jr. and Beehive's customers. The documents include those reflecting Beehive's Swap sales and Swatch's discovery responses.

INTERROGATORY NO.8: Provide Defendant's total annual sales and total annual profits for goods bearing the SWAP mark from January 2009 to the present, both in quantities sold and in U.S. dollars.

Beehive's Response: For total annual sales, please refer to Beehive's document numbers B000740-742 and B000745-762. Total annual profits are not tracked for "goods bearing the SWAP mark." The best available data is the allocated share of Beehive's overall profits, as to which see Beehive's document numbers B001045-1048.

VERIFICATION

I, Brent Bernard, am President of Beehive Wholesale, Inc., and am authorized to make this verification for and on behalf of Beehive Wholesale, Inc. I have read the foregoing Defendant's Responses to Plaintiff's First Set of Interrogatories. I declare under penalty of perjury that the responses are true and correct to the best of my knowledge, information and belief.



Brent Bernard

Dated: July 14, 2011

Respectfully submitted,

/s/

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CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of July, 2011, I will cause the foregoing to be forwarded by electronic mail (by agreement) and U.S. mail, to the following:

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/s/
William J. Utermohlen

EXHIBIT 82



United States Patent and Trademark Office

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Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	79053143	3554475 ESWATCH	TARR	LIVE
2	79053142	3567953 ISWATCH	TARR	LIVE
3	79039541	3462551 SWATCH VENDOME COLLECTION	TARR	LIVE
4	79030492	3344485 SWATCH JELLY IN JELLY	TARR	LIVE
5	79022289	3291129 SWATCH INDIVIDUAL STATEMENT	TARR	LIVE
6	79022254	3298210 SWATCH SHAKE THE WORLD	TARR	LIVE
7	79011035	3171670 SWATCH ALWAYS SURPRISING	TARR	LIVE
8	79003943	3021150 SWATCH PAPARAZZI	TARR	LIVE
9	79000474	2963467 SWATCH DOGWALK	TARR	LIVE
10	79000473	2963466 SWATCH PATCHWORK	TARR	LIVE
11	78194325	3799562 SWATCH	TARR	LIVE
12	78124477	2752980 SWATCH	TARR	LIVE
13	77622687	3909701 SWATCH THE CLUB	TARR	LIVE
14	77504649	SWATCHBALL	TARR	LIVE
15	75977644	2217468 SWATCH	TARR	LIVE
16	75314480	2248707 SWATCH A C C E S S	TARR	LIVE
17	74801004	1799862 SWATCH	TARR	LIVE
18	74641474	2050210 SWATCH	TARR	LIVE
19	74628211	1942870 SWATCH IRONY	TARR	LIVE
20	74579325	2100605 SWATCH	TARR	LIVE
21	74578861	1980517 SWATCH	TARR	LIVE
22	74248413	1849657 SWATCH	TARR	LIVE
23	74079220	1671076 SWATCH	TARR	LIVE
24	74051641	1664054 SWATCH SCUBA 200	TARR	LIVE

25	73681174	1490111	POP SWATCH	TARR	LIVE
26	73506848	1356512	SWATCH	TARR	LIVE

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Int. Cls.: 14, 35 and 37

Prior U.S. Cls.: 2, 27, 28, 50, 100, 101, 102, 103 and 106

Reg. No. 3,554,475

United States Patent and Trademark Office

Registered Dec. 30, 2008

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER



SWATCH AG (SWATCH SA) (SWATCH LTD)
(SWITZERLAND SOCIÉTÉ ANONYME (JOINT
STOCK COMPANY, SOCIEDAD ANONIMA))
JAKOB-STÄMPFLI-STRASSE 94
CH-2502 BIEL/BIENNE
SWITZERLAND

FOR: PRECIOUS METALS AND THEIR ALLOYS,
NAMELY, WHITE GOLD, YELLOW GOLD, PINK
GOLD, JEWELRY WATCHES, PRECIOUS STONES,
NAMELY, DIAMOND, SAPPHIRE, RUBY, EMER-
ALD, HORLOGICAL AND CHRONOMETRIC IN-
STRUMENTS, NAMELY, WATCH CASES,
CHRONOGRAPHS, CHRONOMETERS FOR USE
AS WATCHES, WATCHES, WATCH MOVEMENTS,
IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

FOR: RETAIL STORE SERVICES IN THE FIELD
OF HORLOGICAL INSTRUMENTS AND JEWEL-
LERY, ON-LINE RETAIL STORE SERVICES IN THE
FIELD OF HORLOGICAL INSTRUMENTS AND

JEWELLERY, IN CLASS 35 (U.S. CLS. 100, 101 AND
102).

FOR: REPAIR AND MAINTENANCE OF HORO-
LOGICAL PRODUCTS AND JEWELLERY, IN
CLASS 37 (U.S. CLS. 100, 103 AND 106).

PRIORITY DATE OF 11-28-2007 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION
0962367 DATED 4-7-2008, EXPIRES 4-7-2018.

OWNER OF U.S. REG. NOS. 1,356,512 AND
2,752,980.

SER. NO. 79-053,143, FILED 4-7-2008.

RON FAIRBANKS, EXAMINING ATTORNEY

Int. Cls.: 14, 35 and 37

Prior U.S. Cls.: 2, 27, 28, 50, 100, 101, 102, 103 and 106

United States Patent and Trademark Office

Reg. No. 3,567,953

Registered Jan. 27, 2009

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER



SWATCH AG (SWATCH SA) (SWATCH LTD)
(SWITZERLAND SOCIETE ANONYME (JOINT
STOCK COMPANY, SOCIEDAD ANONIMA))
JAKOB-STÄMPFLI-STRASSE 94
CH-2502 BIEL/BIENNE
SWITZERLAND

FOR: PRECIOUS METALS AND THEIR ALLOYS,
NAMELY, WHITE GOLD, YELLOW GOLD, PINK
GOLD, JEWELRY WATCHES, PRECIOUS STONES,
NAMELY, DIAMOND, SAPPHIRE, RUBY, EMER-
ALD, HOROLOGICAL AND CHRONOMETRIC IN-
STRUMENTS, NAMELY, WATCH CASES,
CHRONOGRAPHS, CHRONOMETERS FOR USE
AS WATCHES, WATCHES, WATCH MOVEMENTS,
IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

FOR: RETAIL STORE SERVICES IN THE FIELD
OF HOROLOGICAL INSTRUMENTS AND JEWEL-
LERY, ON-LINE RETAIL STORE SERVICES IN THE
FIELD OF HOROLOGICAL INSTRUMENTS AND

JEWELLERY, IN CLASS 35 (U.S. CLS. 100, 101 AND
102).

FOR: REPAIR AND MAINTENANCE OF HORO-
LOGICAL PRODUCTS AND JEWELLERY, IN
CLASS 37 (U.S. CLS. 100, 103 AND 106).

PRIORITY DATE OF 11-28-2007 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION
0962366 DATED 4-7-2008, EXPIRES 4-7-2018.

OWNER OF U.S. REG. NOS. 1,356,512 AND
2,752,980.

SER. NO. 79-053,142, FILED 4-7-2008.

RON FAIRBANKS, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

Reg. No. 3,462,551

United States Patent and Trademark Office

Registered July 8, 2008

TRADEMARK
PRINCIPAL REGISTER

SWATCH VENDOME COLLECTION

SWATCH AG (SWATCH, SA) (SWATCH LTD)
(SWITZERLAND SOCIETE ANONYME (JOINT
STOCK COMPANY, SOCIEDAD ANONIMA))
JAKOB-STÄMPFLI-STRASSE 94
CH-2502 BIEL/BIENNE
SWITZERLAND

OWNER OF INTERNATIONAL REGISTRATION
0926787 DATED 4-20-2007, EXPIRES 4-20-2017.

FOR: PRECIOUS METALS AND THEIR ALLOYS,
AND GOODS IN PRECIOUS METALS OR COATED
THEREWITH, NAMELY, JEWELRY CASES, CUFF-
LINKS, TIE CLIPS, HAIR CLIPS, TIARAS; JEWEL-
RY, PRECIOUS STONES; HOROLOGICAL AND
CHRONOMETRIC INSTRUMENTS, IN CLASS 14
(U.S. CLS. 2, 27, 28 AND 50).

OWNER OF U.S. REG. NOS. 2,217,468, 2,248,707,
AND 3,171,670.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "COLLECTION", APART FROM
THE MARK AS SHOWN.

PRIORITY DATE OF 10-26-2006 IS CLAIMED.

THE TERM "VENDOME" DOES NOT HAVE A
MEANING IN A FOREIGN LANGUAGE.

SER. NO. 79-039,541, FILED 4-20-2007.

MARLENE BELL, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

United States Patent and Trademark Office

Reg. No. 3,344,485

Registered Nov. 27, 2007

TRADEMARK
PRINCIPAL REGISTER

SWATCH jelly in jelly

SWATCH AG (SWATCH SA) (SWATCH LTD)
(SWITZERLAND SOCIETE ANONYME (JOINT
STOCK COMPANY, SOCIEDAD ANONIMA))
JAKOB-STÄMPFLI-STRASSE 94
CH-2502 BIEL/BIENNE, SWITZERLAND

FOR: JEWELRY AND WATCHES, IN CLASS 14
(U.S. CLS. 2, 27, 28 AND 50).

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 5-17-2006 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION
0902456 DATED 10-25-2006, EXPIRES 10-25-2016.

OWNER OF U.S. REG. NOS. 1,356,512, 2,752,980
AND OTHERS.

SER. NO. 79-030,492, FILED 10-25-2006.

PATRICIA EVANKO, EXAMINING ATTORNEY

Int. Cl.: 35

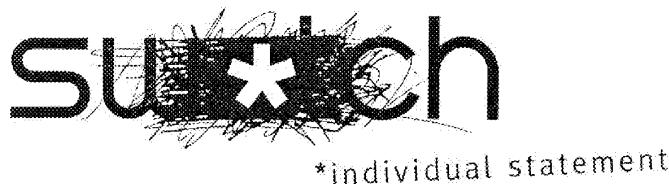
Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,291,129

Registered Sep. 11, 2007

United States Patent and Trademark Office

**SERVICE MARK
PRINCIPAL REGISTER**



SWATCH AG (SWATCH, SA) (SWATCH LTD.)
(SWITZERLAND SOCIETE ANONYME (JOINT
STOCK COMPANY, SOCIEDAD NONIMA))
JAKOB-STÄMPFLI-STRASSE 94
CH-2502 BIEL/BIENNE
SWITZERLAND

FOR: RETAIL STORE SERVICES FEATURING
JEWELRY AND HORLOGICAL INSTRUMENTS
AND PARTS THEREOF, IN CLASS 35 (U.S. CLS. 100,
101 AND 102).

OWNER OF INTERNATIONAL REGISTRATION
0880667 DATED 3-14-2006, EXPIRES 3-14-2016.

OWNER OF U.S. REG. NOS. 1,799,862 AND
1,849,657.

THE MARK CONSISTS OF THE WORD
"SWATCH" IN STYLIZED FORMAT WHERE THE
LETTERS- "A" AND "T" ARE OBSCURED BY A
NON-GEOMETRIC, IRREGULAR LINES WITH A
STYLIZED STAR SUPERIMPOSED OVER THE
SCRIBBLE DESIGN, UNDER WHICH THERE IS A
SMALLER STYLIZED STAR DESIGN FOLLOWED
BY THE WORDING, "INDIVIDUAL STATEMENT"
IN LOWER CASE FONT.

THE ENGLISH TRANSLATION OF THE FOR-
EIGN WORD(S) IN THE MARK IS: SWATCH INDIVI-
DUAL STATEMENT.

SER. NO. 79-022,289, FILED 3-14-2006.

HOWARD SMIGA, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

United States Patent and Trademark Office

Reg. No. 3,298,210

Registered Sep. 25, 2007

TRADEMARK
PRINCIPAL REGISTER

SWATCH shake the world

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND SOCIÉTÉ ANONYME (JOINT
STOCK COMPANY, SOCIEDAD ANONIMA))
JAKOB-STÄMPFLI-STRASSE 94
CH-2502 BIEL/BIENNE
SWITZERLAND

FOR: JEWELRY; HOROLOGICAL AND
CHRONOMETRIC INSTRUMENTS AND PARTS
THEREOF, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 11-7-2005 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION
0880663 DATED 3-14-2006, EXPIRES 3-14-2016.

OWNER OF U.S. REG. NOS. 1,252,863, 3,021,150
AND OTHERS.

THE ENGLISH TRANSLATION OF THE FOR-
EIGN WORD(S) IN THE MARK IS: SWATCH SHAKE
THE WORLD.

SER. NO. 79-022,254, FILED 3-14-2006.

HOWARD SMIGA, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

United States Patent and Trademark Office

Reg. No. 3,171,670

Registered Nov. 14, 2006

TRADEMARK
PRINCIPAL REGISTER

swatch **ALWAYS**
SURPRISING

SWATCH AG (SWATCH SA) SWATCH (LTD.)
(SWITZERLAND CORPORATION)
94, RUE JAKOB STÄMPFLI
CH-2502 BIENNE
SWITZERLAND

PRIORITY DATE OF 2-9-2005 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION
0849962 DATED 4-13-2005, EXPIRES 4-13-2015.

OWNER OF U.S. REG. NOS. 1,356,512, 1,671,076,
AND 2,752,980.

SER. NO. 79-011,035, FILED 4-13-2005.

SUSAN BILLHEIMER, EXAMINING ATTORNEY

FOR: PRECIOUS METALS AND ALLOYS THERE-
OF; OBJECTS MADE OF OR PLATED WITH PRE-
CIOUS METALS AND THEIR ALLOYS, NAMELY,
PURSES AND WALLETS OF PRECIOUS METAL,
CUFF-LINKS, TIE CLIPS, HAIR CLIPS, TIARAS;
JEWELRY; HOROLOGICAL AND CHRONOMET-
RIC INSTRUMENTS, IN CLASS 14 (U.S. CLS. 2, 27, 28
AND 50).

Int. Cls.: 9 and 14

Prior U.S. Cls.: 2, 21, 23, 26, 27, 28, 36, 38 and 50

Reg. No. 3,021,150

United States Patent and Trademark Office

Registered Nov. 29, 2005

**TRADEMARK
PRINCIPAL REGISTER**

SWATCH PAPARAZZI

SWATCH AG (SWATCH SA) (SWATCH LTD.)

(SWITZERLAND CORPORATION)

94, RUE JAKOB STÄMPFLI

CH-2502 BIEL/BIENNE, SWITZERLAND

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 6-17-2004 IS CLAIMED.

FOR: SOUND TRANSMISSION AND REPRODUCTION APPARATUS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

OWNER OF INTERNATIONAL REGISTRATION 0829212 DATED 6-29-2004, EXPIRES 6-29-2014.

FOR: HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

SER. NO. 79-003,943, FILED 6-29-2004.

MELVIN AXILBUND, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

United States Patent and Trademark Office

Reg. No. 2,963,467
Registered June 21, 2005

TRADEMARK
PRINCIPAL REGISTER

SWATCH DOGWALK

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94, RUE JAKOB STÄMPFLI
CH-2502 BIEL/BIENNE
SWITZERLAND

FOR: JEWELRY, NAMELY EARRINGS, NECK-LACES, PENDANTS, BRACELETS, BROOCHES AND RINGS; TIME PIECES AND CHRONOMETRIC INSTRUMENTS, NAMELY, WATCHES AND CLOCKS, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 11-20-2003 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION
0816935 DATED 12-31-2003, EXPIRES 12-31-2013.

OWNER OF U.S. REG. NOS. 1,356,512, 2,752,980
AND OTHERS.

SER. NO. 79-000,474, FILED 12-31-2003.

JENNIFER MARTIN, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

United States Patent and Trademark Office

Reg. No. 2,963,466
Registered June 21, 2005

TRADEMARK
PRINCIPAL REGISTER

SWATCH PATCHWORK

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94, RUE JAKOB STÄMPFLI
CH-2502 BIEL/BIENNE
SWITZERLAND

PRIORITY DATE OF 11-20-2003 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION
0816933 DATED 12-31-2003, EXPIRES 12-31-2013.

FOR: JEWELRY, NAMELY EARRINGS, NECK-LACES, PENDANTS, BRACELETS, BROOCHES AND RINGS; TIME PIECES AND CHRONOMETRIC INSTRUMENTS, NAMELY, WATCHES AND CLOCKS, IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

OWNER OF U.S. REG. NOS. 1,356,512, 2,752,980 AND OTHERS.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 79-000,473, FILED 12-31-2003.

DORITT L. CARROLL, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office

SWATCH

Reg. No. 3,799,562

Registered June 8, 2010

**Int. Cls.: 3, 8, 9, 11, 14,
15, 16, 18, 20, 21, 22, 24,
25, 28, 29, 32, 34, 35, 38
and 41**

SWATCH AG (SWATCH SA) (SWATCH LTD.) (SWITZERLAND CORPORATION)
94, RUE JACOB STÄMPFLI
BIENNE, SWITZERLAND 2500

FOR: PERFUMES; COLOGNES; COSMETICS, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).
FOR: RAZORS, IN CLASS 8 (U.S. CLS. 23, 28 AND 44).

FOR: SUNGLASSES; CASE FOR SPECTACLES; LEATHER EYEGLASS CASES; SPECTACLE RETAINING CORDS, AND SPECTACLE RETAINING CHAINS; MULTIFUNCTION TELECOMMUNICATION APPARATUS; NAMELY, COMBINATION TELEPHONE AND ANSWERING MACHINE, COMBINATION WATCH AND COMPUTER; APPARATUS FOR TELECOMMUNICATION, TRANSMISSION, RECEPTION, RECORDING, AND REPRODUCTION, NAMELY, RADIOS, TELEPHONES, TELEVISIONS, AUDIO, VIDEO, TAPE AND CASSETTE PLAYERS AND RECORDERS; PHONOGRAPH RECORDS AND PRE-RECORDED AUDIO COMPACT DISCS, TAPES, AND CASSETTES, ALL FEATURING MUSIC; PRE-RECORDED VIDEO DISCS, TAPES, AND CASSETTES OF ATHLETIC EVENTS, SCIENTIFIC AND NAUTICAL APPARATUS, NAMELY, SATELLITE NAVIGATIONAL SYSTEMS, BEEPERS, SURVEYING APPARATUS, NAMELY, SURVEYING CHAINS; PHOTOGRAPHIC AND CINEMATOGRAPHIC APPARATUS, NAMELY, PHOTOGRAPHIC CAMERAS, CINEMATOGRAPHIC FILM; OPTICAL APPARATUS, NAMELY, OPTICAL SCANNERS, WEIGHING APPARATUS, NAMELY, SCALES AND CALIBRATING EQUIPMENT; MEASURING APPARATUS, NAMELY, LASERS AND POCKET CALIPERS FOR MEASURING PURPOSES; SIGNALING APPARATUS, NAMELY, SIGNAL WHISTLES, LIFE SAVING APPARATUS, NAMELY, LIFE SAVING RAFTS; APPARATUS AND INSTRUMENTS FOR CONDUCTING, SWITCHING, TRANSFORMING, ACCUMULATING, REGULATING OR CONTROLLING ELECTRICITY, NAMELY, ELECTRIC CONVERTERS, ELECTRIC TRANSFORMERS, VOLTAGE REGULATORS FOR ELECTRIC POWER, ELECTRIC SWITCHES; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGE, NAMELY, JUKE BOXES, AUDIO TAPE RECORDERS, VIDEO TAPE RECORDERS, VIDEO MONITORS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FOR: APPARATUS FOR LIGHTING, NAMELY, ELECTRIC LIGHTING FIXTURE, WATER PUMPS FOR SPAS, BATHS, WATER FILTERING UNITS, IN CLASS 11 (U.S. CLS. 13, 21, 23, 31 AND 34).

FOR: WATCH PROTECTORS; WATCHCASES; NECK CHAINS , IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

FOR: MUSICAL INSTRUMENTS, IN CLASS 15 (U.S. CLS. 2, 21 AND 36).

FOR: PAPER, NAMELY, BAGS, ENVELOPES, COVERS, FOLDERS, NOTE PAPER, ART PAPER, CARBON PAPER; PHOTOGRAPHS; ALBUMS, BALLS FOR BALL POINT PENS, BOOKLETS, BOOKS, BOXES OF CARDBOARD OR PAPER, CALENDARS, CARDBOARD ARTICLES AND TUBES, GREETING CARDS, PRINTED PUBLICATIONS, NAMELY,



David J. Kappas

Director of the United States Patent and Trademark Office

Reg. No. 3,799,562 CATALOGUES, MAGAZINES, MANUALS, AND PERIODICALS ALL IN THE FIELD OF HOROLOGY AND JEWELRY; PRINTED TIMETABLES; CLIPS FOR OFFICES, FOLDERS FOR PAPERS, POSTCARDS, NOTEBOOKS, PHOTOGRAPH STANDS, POSTERS, PRINTS, RUBBER ERASERS, TABLE CLOTHS, TABLE MATS, TABLE LINEN, TABLE NAPKINS OF PAPER, STATIONERY; ARTIST'S MATERIALS, NAMELY, PASTELS, PENCILS, PAINT BRUSHES, PAINTER'S BRUSHES; PAPER CLASPS, PAPER CLIPS, CRAYONS, PEN CASES, PENCIL AND PEN HOLDERS, PENS AND PENCILS, PENCIL SHARPENERS, WRAPPERS, WRAPPING PAPER, WRITING CASES, WRISTBANDS FOR RETENTION OF WRITING INSTRUMENTS , IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FOR: SUITCASES, TRAVEL BAGS, BRIEFCASE-TYPE PORTFOLIOS, BRIEFCASES, WALLETS, HANDBAGS, UMBRELLAS, PARASOLS, CANES, BACKPACKS, SHOULDER BAGS, CASES OF LEATHER, NAMELY, LEATHER ATTACHE CASES, PURSES, RUCK-SACKS, SHOPPING BAGS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FOR: FURNITURE; NON-METAL KEY HOLDERS; CHAIRS, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FOR: HOUSEHOLD OR KITCHEN UTENSILS NOT OF PRECIOUS METAL OR COATED THEREWITH, NAMELY, POT AND PAN SCRAPERS, ROLLING PINS, SPATULAS, TURNERS, WHISKS, HOUSEHOLD OR KITCHEN CONTAINERS NOT OF PRECIOUS METAL OR COATED THEREWITH; HAIR COMBS; SPONGES FOR HOUSEHOLD PURPOSES; HAIR BRUSHES; BRUSH-MAKING MATERIALS; ARTICLES FOR CLEANING PURPOSES, NAMELY, CLEANING RAGS, IMPREGNATED CLEANING, DUSTING OR POLISHING CLOTHS, STEEL WOOL FOR CLEANING; BEVERAGE GLASSWARE; PORCELAIN FIGURINES, PORCELAIN MUGS; EARTHENWARE MUGS, IN CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FOR: ROPES, STRING, TENTS, AWNINGS NOT MADE OF METAL; TARPAULINS, SAILS, NETS, NAMELY, COMMERCIAL NETS, FABRIC AND POLYESTER MESH NET USED FOR STORING TOYS AND OTHER HOUSEHOLD ITEMS, HAMMOCKS, IN CLASS 22 (U.S. CLS. 1, 2, 7, 19, 22, 42 AND 50).

FOR: TOWELS, HANDKERCHIEFS, BED BLANKETS, SHOWER CURTAINS, TABLE CLOTHS NOT OF PAPER, TABLE MATS NOT OF PAPER, IN CLASS 24 (U.S. CLS. 42 AND 50).

FOR: DOWN VESTS; WIND RESISTANT JACKETS; SKI BOOTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FOR: BOARD GAMES, GYMNASTIC AND SPORTS ARTICLES, NAMELY SKIS, SKI POLES, PORTABLE COVERS AND CASES FOR SKIS AND SKI BINDINGS, TENNIS RACKETS, TENNIS BALLS, TENNIS RACKET CASES AND COVERS, KITES, BALLS OF ALL KINDS, TOY FIGURES, SOFT-SCULPTURED DOLLS, AND STUFFED TOYS, TOY VEHICLES, SKATE BOARDS, ROLLER SKATES, BALLOONS, JIGSAW PUZZLES TOY WATCHES, TOY JEWELRY, CHRISTMAS TREE DECORATIONS, YOYOS, AND PLAYING CARDS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FOR: MEATS AND PROCESSED FOODS, NAMELY, MEAT, CHICKEN, PROCESSED FRUITS AND VEGETABLES, CLAM CHOWDER, IN CLASS 29 (U.S. CL. 46).

FOR: BEVERAGES, NAMELY, FRUIT JUICE, VEGETABLE JUICE, CARBONATED SOFT DRINKS, IN CLASS 32 (U.S. CLS. 45, 46 AND 48).

FOR: CIGARETTE AND CIGAR LIGHTERS NOT OF PRECIOUS METAL, IN CLASS 34 (U.S. CLS. 2, 8, 9 AND 17).

FOR: MANAGEMENT OF BUSINESS; ADVERTISING AGENCIES; COMPUTER ASSISTED PROCESSING OF DATA DERIVED FROM THE TIMING OF SPORTING ACTIVITIES FOR

Reg. No. 3,799,562 USE IN EDUCATION, ENTERTAINMENT AND PUBLICITY, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FOR: ELECTRONIC TRANSMISSION OF DATA DERIVED FROM SPORTING EVENTS; AND RADIO AND TELEVISION BROADCAST OF PROGRAMS AND SHOWS, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FOR: PROVIDING OF ENTERTAINMENT, NAMELY, SPORTING AND CULTURAL ACTIVITIES, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

OWNER OF SWITZERLAND REG. NO. 408332, DATED 4-1-1993, EXPIRES 4-1-2013.

OWNER OF U.S. REG. NOS. 1,671,076, 2,217,468 AND OTHERS.

SER. NO. 78-194,325, FILED 12-13-2002.

CHERYL CLAYTON, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

Reg. No. 2,752,980

United States Patent and Trademark Office

Registered Aug. 19, 2003

TRADEMARK
PRINCIPAL REGISTER

SWATCH

SWATCH S.A. (SWATCH A.G.) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94, RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND CH-2501

OWNER OF U.S. REG. NOS. 1,356,512, 2,217,468
AND OTHERS.

FOR: JEWELRY, NAMELY, EARRINGS, NECK-
LACES, PENDANTS, BRACELETS AND RINGS, IN
CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

SER. NO. 78-124,477, FILED 4-26-2002.

FIRST USE 8-0-2000; IN COMMERCE 8-0-2000.

APRIL L. RADEMACHER, EXAMINING ATTOR-
NEY

United States of America
United States Patent and Trademark Office

SWATCH THE CLUB

Reg. No. 3,909,701

SWATCH AG (SWATCH SA) (SWATCH LTD.) (SWITZERLAND CORPORATION)
94, RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND 2500

Registered Jan. 25, 2011

Int. Cls.: 35, 38, 41 and 45 FOR: PROVIDING CONSUMER PRODUCT INFORMATION, NAMELY, WATCH PRODUCT INFORMATION, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 1-1-1996; IN COMMERCE 1-1-1996.

PRINCIPAL REGISTER

FOR: ELECTRONIC TRANSMISSION OF WRITTEN AND PICTORIAL PRODUCT INFORMATION, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 1-1-1996; IN COMMERCE 1-1-1996.

FOR: PUBLICATION OF AN ELECTRONIC MAGAZINE FEATURING WATCH FASHION, WATCH COLLECTION AND WATCH PRODUCT INFORMATION, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-1-1996; IN COMMERCE 1-1-1996.

FOR: PROVIDING INFORMATION ABOUT WATCH FASHION , IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 1-1-1996; IN COMMERCE 1-1-1996.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 1,356,512, 2,572,564 AND OTHERS.

SEC. 2(F) AS TO "CLUB".

SER. NO. 77-622,687, FILED 11-26-2008.

STEVEN JACKSON, EXAMINING ATTORNEY



David J. Kappos

Director of the United States Patent and Trademark Office

Thank you for your request. Here are the latest results from the [TARR web server](#).

This page was generated by the TARR system on [2011-08-16 14:57:56 ET](#)

Serial Number: [77504649 Assignment Information](#) [Trademark Document Retrieval](#)

Registration Number: (NOT AVAILABLE)

Mark

SWATCHBALL

(words only): [SWATCHBALL](#)

Standard Character claim: Yes

Current Status: A suspension inquiry has been sent (issued) to the applicant. The applicant must respond to this suspension inquiry. To view all documents in this file, click on the Trademark Document Retrieval link at the top of this page.

Date of Status: [2011-05-19](#)

Filing Date: [2008-06-20](#)

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 108

Attorney Assigned:

[BUSH KAREN K](#)

Current Location: L8X -TMEG Law Office 108 - Examining Attorney Assigned

Date In Location: [2011-05-19](#)

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. [Panavision Europe Limited](#)

Address:

Panavision Europe Limited
Corporate Office, Metropolitan Centre Bristol Road
Greenford, Middlesex UB68GU
United Kingdom

Legal Entity Type: Corporation

State or Country of Incorporation: United Kingdom

GOODS AND/OR SERVICES

International Class: 009

Class Status: Active

Interactive computer software relating to the creation and selection of lighting, optical and other visual effects in the cinematographic, television, video, computer games and other visual and performing arts; electronic publications in the nature of magazines and interactive computer software for selection of, or otherwise relating to optical, lighting and photographic equipment, filters, filter holders, lens hoods, bellows, diffusers, shades, gobos, reflectors and other light or image-modifying equipment, and parts and fittings for such equipment

Basis: 1(b), 44(d)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

International Class: 035

Class Status: Active

Online retail store services featuring goods for use in the production of films, television programmes, videos, computer games and in other visual and performing arts; online retail store services featuring goods for the creation and selection of lighting, optical or other visual effects in the cinematographic, television, video, computer games and other visual and performing arts; online retail store services featuring optical, lighting and photographic equipment, filters, filter holders, lens hoods, bellows, diffusers, shades, gobos, reflectors and other light or image-modifying equipment, and parts and fittings for such equipment

Basis: 1(b), 44(d)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

International Class: 041

Class Status: Active

Providing non-downloadable electronic on-line publications in the nature of interactive magazines relating to the creation and selection of lighting, optical and other visual effects in the cinematographic, television, video, computer games and other visual and performing arts; providing non-downloadable electronic on-line publications in the nature of magazines for selection of, or otherwise relating to optical, lighting and photographic equipment, filters, filter holders, lens hoods, bellows, diffusers, shades, gobos, reflectors and other light or image-modifying equipment, and parts and fittings for such equipment; consulting services in the field of interactive electronic magazines

Basis: 1(b), 44(d)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

ADDITIONAL INFORMATION

Foreign Application Number: 6543524
Country: Erpn Cmnty TM Ofc
Foreign Filing Date: 2007-12-24

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2011-05-19 - Inquiry as to suspension mailed
2011-05-19 - Suspension Inquiry Written
2011-05-16 - LIE Checked Susp - To Atty For Action
2010-11-16 - Report Completed Suspension Check Case Still Suspended
2010-05-12 - Letter of suspension mailed
2010-05-11 - Suspension Letter Written
2010-05-07 - Teas/Email Correspondence Entered
2010-05-07 - Communication received from applicant
2010-04-28 - TEAS Response To Suspension Inquiry Received
2009-10-30 - Inquiry as to suspension mailed
2009-10-30 - Suspension Inquiry Written
2009-04-29 - Letter of suspension mailed
2009-04-29 - Suspension Letter Written
2009-04-02 - Teas/Email Correspondence Entered
2009-04-02 - Communication received from applicant
2009-03-30 - Assigned To LIE
2009-03-30 - TEAS Response to Office Action Received
2008-09-30 - Non-final action mailed

2008-09-29 - Non-Final Action Written

2008-09-25 - Assigned To Examiner

2008-06-25 - Notice Of Pseudo Mark Mailed

2008-06-24 - New Application Entered In Tram

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

Rosemary S. Tarlton

Correspondent

ROSEMARY S. TARLTON
MORRISON & FOERSTER LLP
425 MARKET ST FL 30
SAN FRANCISCO, CA 94105-2482
Phone Number: 415-268-6810
Fax Number: 415-268-7522

Int. Cl.: 26

Prior U.S. Cls.: 37, 39, 40, 42 and 50

Reg. No. 2,217,468

United States Patent and Trademark Office

Registered Jan. 12, 1999

**TRADEMARK
PRINCIPAL REGISTER**

SWATCH

**SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94 RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND**

**FOR: ORNAMENTAL NOVELTY PINS, IN
CLASS 26 (U.S. CLS. 37, 39, 40, 42 AND 50).**

**OWNER OF SWITZERLAND REG. NO.
337298, DATED 12-21-1984, EXPIRES 12-21-2004.
OWNER OF U.S. REG. NO. 1,252,863 AND
OTHERS.**

**SER. NO. 75-977,644, FILED 9-28-1994.
JERI J. FICKES, EXAMINING ATTORNEY**

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

Reg. No. 2,248,707

United States Patent and Trademark Office

Registered June 1, 1999

TRADEMARK
PRINCIPAL REGISTER

swatch
a c c e s s

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94, RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND

OWNER OF SWITZERLAND REG. NO.
420825, DATED 7-20-1998, EXPIRES 7-20-2008.

OWNER OF U.S. REG. NOS. 1,252,863, 1,942,870
AND OTHERS.

FOR: WATCHES AND PARTS THEREOF, IN
CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

SER. NO. 75-314,480, FILED 6-25-1997.

FIRST USE 10-4-1996; IN COMMERCE
10-4-1996.

RUSS HERMAN, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cl.: 101

United States Patent and Trademark Office

Reg. No. 1,799,862
Registered Oct. 19, 1993

**SERVICE MARK
PRINCIPAL REGISTER**

swatch

SWATCH SA (SWITZERLAND CORPORATION)
94, RUE JAKOB STAMPFLI
501 BIENNE, SWITZERLAND

FOR: RETAIL STORE SERVICES; NAMELY,
RETAIL SHOPS FEATURING WATCHES,
WATCH PARTS AND WATCH ACCESORIES,
IN CLASS 42 (U.S. CL. 101).

FIRST USE 11-0-1991; IN COMMERCE
3-20-1992.

OWNER OF U.S. REG. NOS. 1,490,111, 1,671,076
AND OTHERS.

SER. NO. 74-801,004, FILED 2-21-1992.

SASHA CARTER, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,050,210

United States Patent and Trademark Office

Registered Apr. 8, 1997

**TRADEMARK
PRINCIPAL REGISTER**

swatch

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94, RUE JAKOB STAMPFLI
2500 BIENNE, SWITZERLAND

FOR: BOOKS AND PERIODICALS, NAMELY
A SERIES OF BOOKS ILLUSTRATING COL-
LECTABLE ARTICLES; MAGAZINES FOR
WATCH COLLECTORS, IN CLASS 16 (U.S. CLS.
2, 5, 22, 23, 29, 37, 38 AND 50).

OWNER OF SWITZERLAND REG. NO.
402626, DATED 12-3-1992, EXPIRES 12-3-2012.

OWNER OF U.S. REG. NO. 1,252,863 AND
OTHERS.

SER. NO. 74-641,474, FILED 3-6-1995.

JERI J. FICKES, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

United States Patent and Trademark Office Reg. No. 1,942,870
Registered Dec. 19, 1995

**TRADEMARK
PRINCIPAL REGISTER**

**swatch
IRONY**

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94, RUE JAKOB STAMPFLI
2500 BIENNE, SWITZERLAND

PRIORITY CLAIMED UNDER SEC. 44(D) ON
SWITZERLAND APPLICATION NO. 5835.1994.I,
FILED 8-26-1994, REG. NO. 413479, DATED
8-26-1994, EXPIRES 8-26-2004.

FOR: WATCHES AND THEIR PARTS, IN
CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).
FIRST USE 11-29-1994; IN COMMERCE
11-29-1994.

SER. NO. 74-628,211, FILED 2-1-1995.

JERI J. FICKES, EXAMINING ATTORNEY

Int. Cls.: 6, 9, 16, 18, 20 and 28

**Prior U.S. Cls.: 2, 3, 5, 12, 13, 14, 21, 22, 23, 25,
26, 29, 32, 36, 37, 38 and 50**

Reg. No. 2,100,605

United States Patent and Trademark Office

Registered Sep. 30, 1997

**TRADEMARK
PRINCIPAL REGISTER**

SWATCH

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94 RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND

FOR: METAL KEYCHAINS, IN CLASS 6 (U.S.
CLS. 2, 12, 13, 14, 23, 25 AND 50).

FOR: OPTICAL SPECTACLES AND SUN-
GLASSES, FRAMES FOR SPECTACLES,
CASES FOR SPECTACLES, SPECTACLE RE-
TAINING CORDS AND SPECTACLE RETAIN-
ING CHAINS, IN CLASS 9 (U.S. CLS. 21, 23, 26,
36 AND 38).

FOR: PENS, PENCILS, AND MARKERS, IN
CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND
50).

FOR: SUITCASES, TRAVEL BAGS, COSMET-
IC CASES (SOLD EMPTY), BRIEFCASE-TYPE
PORTFOLIOS, BRIEFCASES, WALLETS,
HANDBAGS, KEYHOLDERS, VANITY CASES
(SOLD EMPTY), UMBRELLAS, AND PARA-
SOLS, IN CLASS 18 (U.S. CL. 3).

FOR: NON-METAL KEYHOLDERS, IN
CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FOR: TOYS WATCHES, BALLOONS, TOY
BALLS, TOY FLYING DISKS; TOYS AND
SPORTING GOODS, NAMELY GOLF BALLS,
TENNIS BALLS, VOLLEY BALLS, SOCCER
BALLS, FLIPPERS FOR SWIMMING, GOLF
BAGS, AND CLUBS, GOLF GLOVES, ICE
SKATES, ROLLER SKATES, AND IN-LINE
SKATES, SKATEBOARDS, SURFBOARDS,
ELBOW GUARDS AND KNEE GUARDS, IN
CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

OWNER OF SWITZERLAND REG. NO.
337298, DATED 12-21-1984, EXPIRES 12-21-2004.

OWNER OF U.S. REG. NO. 1,252,863 AND
OTHERS.

SER. NO. 74-579,325, FILED 9-28-1994.

JERI J. FICKES, EXAMINING ATTORNEY

Int. Cl.: 25

Prior U.S. Cl.: 39

United States Patent and Trademark Office Reg. No. 1,980,517
Registered June 18, 1996

**TRADEMARK
PRINCIPAL REGISTER**

SWATCH

SWATCH AG (SWATCH SA) (SWATCH LTD.)
(SWITZERLAND CORPORATION)
94 RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND

FOR: T-SHIRTS, NECKTIES, SCARVES AND
CAPS, IN CLASS 25 (U.S. CL. 39).

FIRST USE 0-0-1986; IN COMMERCE
0-0-1986.
OWNER OF U.S. REG. NO. 1,252,863 AND
OTHERS.

SER. NO. 74-578,861, FILED 9-27-1994.
JERI J. FICKES, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cl.: 101

United States Patent and Trademark Office Reg. No. 1,849,657
Registered Aug. 9, 1994

**SERVICE MARK
PRINCIPAL REGISTER**

swatch

SWATCH SA (SWITZERLAND CORPORATION)
94, RUE JAKOB STAMPFLI
501 BIENNE, SWITZERLAND

FOR: RETAIL STORE SERVICES; NAMELY,
RETAIL SHOPS FEATURING, SUNGLASSES
AND ELECTRONICS, IN CLASS 42 (U.S. CL.
101).

FIRST USE 11-26-1993; IN COMMERCE
11-26-1993.

OWNER OF U.S. REG. NOS. 1,490,111,
1,671,076, AND OTHERS.

SN 74-248,413, FILED 2-21-1992.

SASHA CARTER, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cl.: 27

United States Patent and Trademark Office **Reg. No. 1,671,076**
Registered Jan. 7, 1992

**TRADEMARK
PRINCIPAL REGISTER**

SWATCH

SWATCH S.A. (SWITZERLAND CORPORATION)
94 RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND

FIRST USE 11-12-1981; IN COMMERCE
11-12-1981.

SER. NO. 74-079,220, FILED 7-17-1990.

FOR: WATCHES, CLOCKS AND PARTS THEREOF, IN CLASS 14 (U.S. CL. 27). ALICE SUE CARRUTHERS, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cl.: 27

Reg. No. 1,664,054

United States Patent and Trademark Office Registered Nov. 12, 1991

**TRADEMARK
PRINCIPAL REGISTER**

SWATCH SCUBA 200

SWATCH SA (SWITZERLAND CORPORATE
TION)
94, RUE JAKOB STAMPFLI
BIENNE, SWITZERLAND

FOR: WATCHES, THEIR PARTS AND AC-
CESSORIES, IN CLASS 14 (U.S. CL. 27).

FIRST USE 5-9-1990; IN COMMERCE
5-9-1990.

OWNER OF SWITZERLAND REG. NO.
378412, DATED 4-12-1990, EXPIRES 4-12-2010.

OWNER OF U.S. REG. NOS. 1,252,863,
1,356,512, AND 1,435,443.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SCUBA", APART FROM THE
MARK AS SHOWN.

SER. NO. 74-051,641, FILED 4-23-1990.

ALICE SUE CARRUTHERS, EXAMINING AT-
TORNEY

Int. Cl.: 14

Prior U.S. Cl.: 27

United States Patent and Trademark Office Reg. No. 1,490,111
Registered May 31, 1988

**TRADEMARK
PRINCIPAL REGISTER**



SWATCH S.A. (SWITZERLAND CORPORATION)
RUE JACOB STAMPFLI 94
BIENNE, SWITZERLAND

FOR: WATCHES AND WATCH BANDS,
DIALS, CASES AND PARTS THEREOF, IN
CLASS 14 (U.S. CL. 27).

FIRST USE 2-1-1985; IN COMMERCE
5-31-1985.

OWNER OF U.S. REG. NO. 1,435,443.

SER. NO. 681,174, FILED 8-28-1987.

MARK TRAPHAGEN, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cl.: 27

United States Patent and Trademark Office Reg. No. 1,356,512
Registered Aug. 27, 1985

TRADEMARK
PRINCIPAL REGISTER

swatch

ETA S.A. FABRIQUES D'EBOUCHES (SWITZERLAND CORPORATION)
GRENCHEN, SWITZERLAND 2540

FOR: WATCHES AND PARTS THEREOF, IN
CLASS 14 (U.S. CL. 27).
FIRST USE 5-31-1982; IN COMMERCE
5-31-1982.

OWNER OF U.S. REG. NOS. 1,227,456 AND
1,252,863.

SER. NO. 506,848, FILED 11-2-1984.

ROBERT PEVERADA, EXAMINING ATTORNEY

Int. Cl.: 14

Prior U.S. Cl.: 27

United States Patent and Trademark Office Reg. No. 1,356,512
Registered Aug. 27, 1985

TRADEMARK
PRINCIPAL REGISTER

swatch

ETA S.A. FABRIQUES D'EBAUCHES (SWITZERLAND CORPORATION)
GRENCHEN, SWITZERLAND 2540

FOR: WATCHES AND PARTS THEREOF, IN
CLASS 14 (U.S. CL. 27).
FIRST USE 5-31-1982; IN COMMERCE
5-31-1982.

OWNER OF U.S. REG. NOS. 1,227,456 AND
1,252,863.

SER. NO. 506,848, FILED 11-2-1984.

ROBERT PEVERADA, EXAMINING ATTORNEY

EXHIBIT 83

MEDIATION, USMJ_Webb

**U.S. District Court
EASTERN DISTRICT OF NORTH CAROLINA (Eastern Division)
CIVIL DOCKET FOR CASE #: 4:09-cv-00204-D**

The Mainstreet Collection, Inc. v. Beehive Wholesale, LLC
 Assigned to: Judge James C. Dever, III
 Cause: 15:44 Trademark Infringement

Date Filed: 11/24/2009
 Jury Demand: Plaintiff
 Nature of Suit: 840 Trademark
 Jurisdiction: Federal Question

Plaintiff**The Mainstreet Collection, Inc.**

represented by **Anthony J. Biller**
 Coats & Bennett, PLLC
 1400 Crescent Green, Suite 300
 Cary , NC 27511
 919-854-1844
 Fax: 919-854-2084
 Email: abiller@coatsandbennett.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant**Beehive Wholesale, LLC**

Date Filed	#	Docket Text
11/24/2009	<u>1</u>	COMPLAINT against Beehive Wholesale, LLC (Filing fee \$ 350 receipt number 0417000000001036606.), filed by The Mainstreet Collection, Inc.. (Attachments: # <u>1</u> Civil Cover Sheet, # <u>2</u> Supplement Civil Summons to Beehive Wholesale LLC) (Biller, Anthony) (Entered: 11/24/2009)
11/24/2009	<u>2</u>	FINANCIAL DISCLOSURE STATEMENT by The Mainstreet Collection, Inc.. (Biller, Anthony) (Entered: 11/24/2009)
11/25/2009		Case Selected for Mediation - A printable list of certified mediators for the Eastern District of North Carolina is available on the court's Website, http://www.nced.uscourts.gov/applications/mediators.asp . Please serve this list on all parties. (Beasley, B.) (Entered: 11/25/2009)
11/30/2009	<u>3</u>	Summons Issued as to Beehive Wholesale, LLC. Counsel should print summons to effect service. (Mears, C.) (Entered: 11/30/2009)

PACER Service Center

Transaction Receipt

12/28/2009 20:40:43

PACER Login:	ci2017	Client Code:	98885
Description:	Docket Report	Search Criteria:	4:09-cv-00204-D
Billable Pages:	1	Cost:	0.08

**THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION**

THE MAINSTREETCOLLECTION,)
INC.)
Plaintiff,)
v.)
BEEHIVE WHOLESALE, LLC,)
Defendant.)

COMPLAINT

Plaintiff The Mainstreet Collection, Inc. ("Mainstreet") by and through its counsel, complaining of Defendant Beehive Wholesale, LLC ("Beehive") alleges and says:

PARTIES

1. Mainstreet is a North Carolina corporation with its principal place of business in Washington, North Carolina.

2. Beehive is a Louisiana LLC with its principal place of business in Ruston, LA and, upon information and belief, the members of Beehive Wholesale LLC are citizens of Louisiana.

JURISDICTION AND VENUE

3. This is an action for trade dress infringement, false designation of origin and unfair competition, arising under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.*, and common law trade dress infringement. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1338 and 1367.

4. Upon information and belief, Beehive regularly engages in business in this judicial district and markets and sells its infringing products in this judicial district.

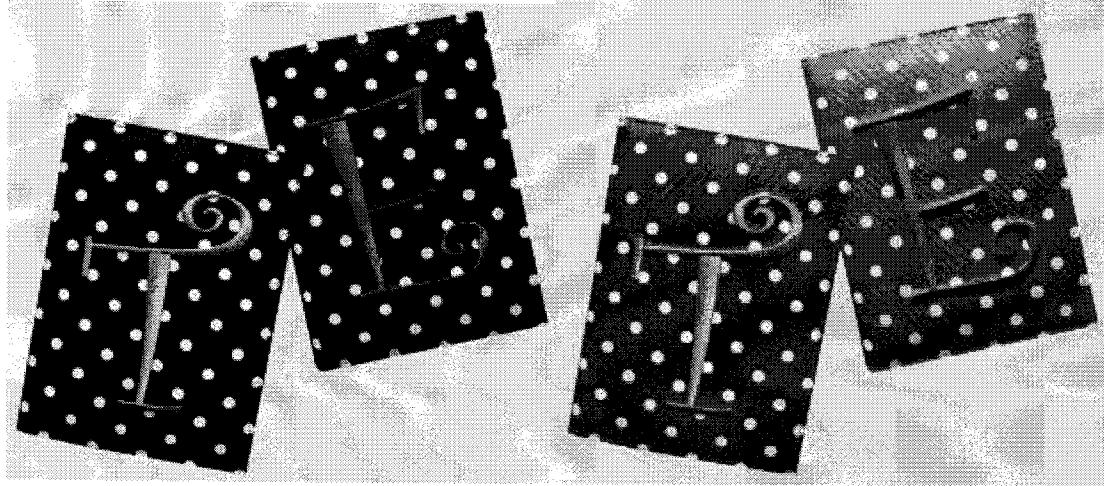
5. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391.

**MAINSTREET AND ITS DISTINCTIVE
HIGH CONTRAST, POLKA DOT MONOGRAM TRADE DRESS**

6. Over the past decade, Mainstreet and its founder, Ms. Tracy Mayo, have built one of the most successful gift product companies in the United States. Mainstreet's product line includes gifts, crafts, kitchenware and other accessories.

7. Mainstreet markets and sells its products nationwide through nationally recognized retailers. The retailers in turn market and sell Mainstreet's products through retail stores, over the Internet, and through direct mail catalogues.

8. In 2008, Mainstreet's sales to retailers skyrocketed from millions of dollars per year to tens of millions of dollars in revenues. Underlying Mainstreet's success was and is a new and highly distinctive line of products that Mainstreet introduced to the market in November 2007. As shown below, these products feature a high contrast polka dot design, typically with contrasting, fluorescent monograms in the distinctive Curlz font:



9. Among other things, the Mainstreet trade dress consists of, but is not limited to, (1) closely and symmetrically arranged, white polka dots on a background of either black, hot

pink, or lime green color, the background often consisting of Moire fabric, and (2) a single, capital letter monogram in Curlz font, colored either lime green, hot pink, or black embroidered on and contrasting with the underlying color.

10. Mainstreet's high contrast, polka dot monogram trade dress is non-functional, as demonstrated by the number of third-party monogram gift products that have alternative packaging and product designs and color schemes.

11. Mainstreet's high contrast, fluorescent monogram polka dot trade dress is inherently distinctive. It was unique, elegant, and new to the gift industry, and as a result, it was an overnight commercial success.

12. Since introducing its high contrast, polka dot monogram gift products, Mainstreet's sales have rapidly increased, with the majority of sales coming from its high contrast, polka dot monogram product line. Specifically, since introducing its distinctive trade dress, Mainstreet has generated over \$30 million in sales. Prior to Mainstreet's introduction of its high contrast, polka dot monogram product line, it conducted sales of approximately \$5 million per year; now, Mainstreet's annual sales are over \$17 million per year and are likely to soon be over \$20 million a year.

13. Since November 2007, Mainstreet has spent approximately \$300,000 in advertising, catalogues, and marketing. Most of Mainstreet's marketing, catalogues, and advertising show and highlight its distinctive and popular high contrast, polka dot monogram products.

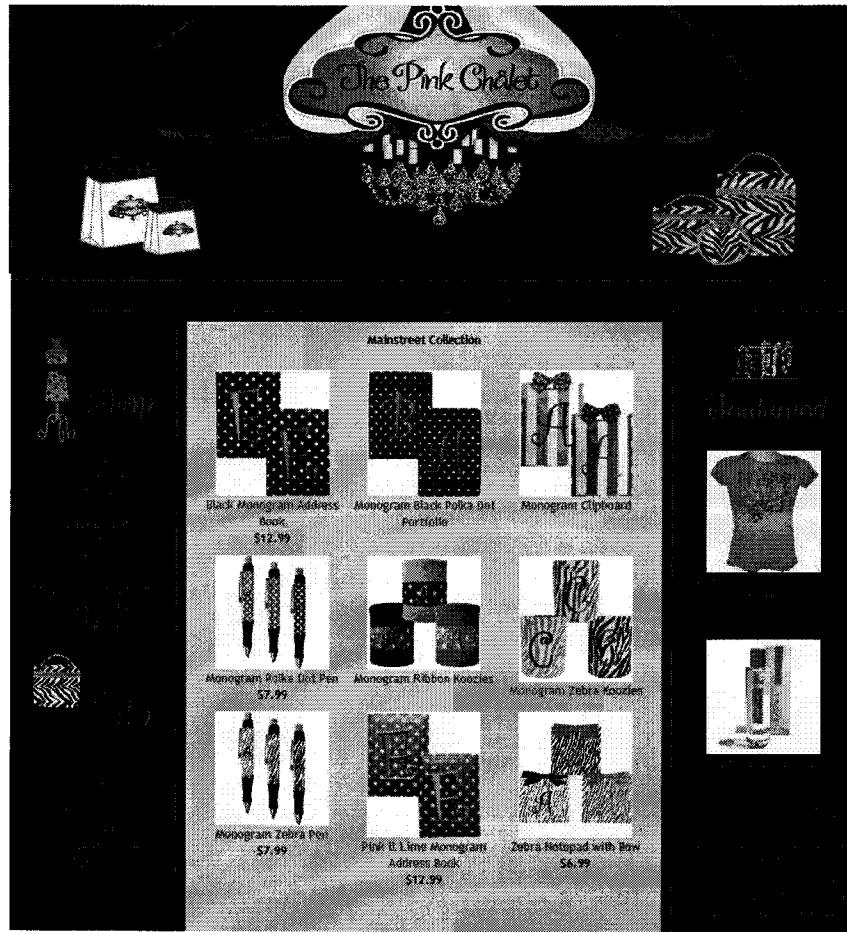
14. In 2008, the leading national retailer of gift items, Hallmark®, began purchasing Mainstreet's high contrast, polka dot monogram product line and now includes those products in its Hallmark® stores nationwide.

15. Approximately 6,000 retail stores across the United States sell Mainstreet's distinctive polka dot monogram product line.

16. Over one hundred Internet websites market Mainstreet's products and feature its distinctive trade dress, to include the following representative examples:



(<http://www.merrybelles.com/macopodotnow.html>)

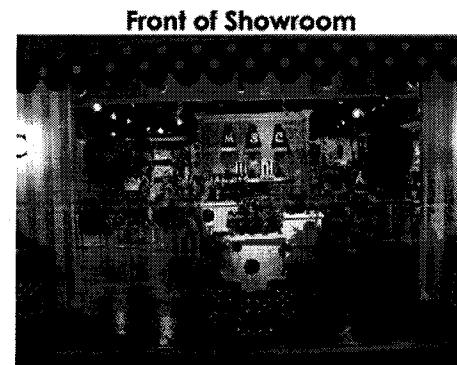
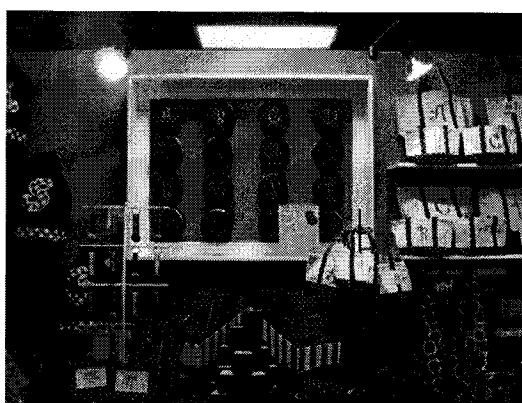


(http://thepinkchalet.com/category_49/Mainstreet-Collection.htm)

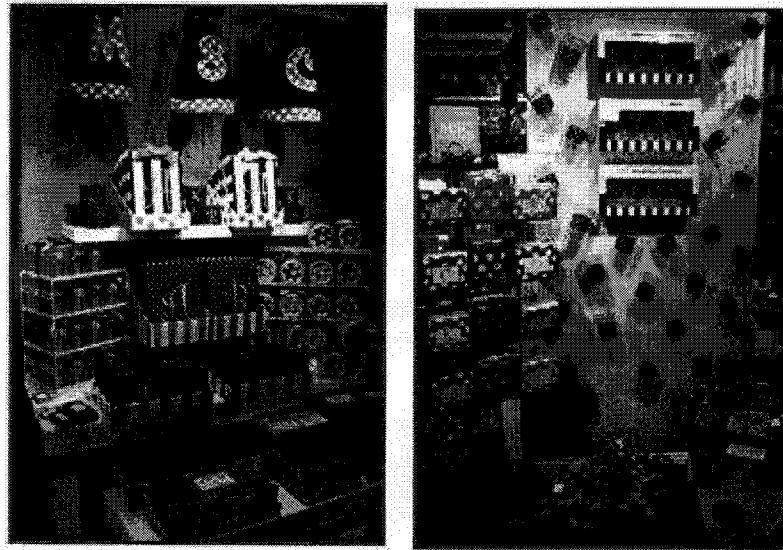
17. Mainstreet also markets its products to retailers through a secure and password protected website at www.gowhimsey.com. Although access to the Mainstreet website is limited to retailers, since it began tracking users in mid-August 2009, the site has generated over 76,100 views through November 23, 2009. MSC's online catalogue at Active Merchandiser's website generated over 931,000 page views over the same period.

18. Mainstreet maintains two permanent corporate showrooms that prominently display Mainstreet's high contrast polka dot trade dress through both the actual merchandise and the showroom décor. Presently, Mainstreet has 5,000 square feet of showroom space at the AmericasMart® Atlanta market center, the largest wholesale gift market of its kind. Mainstreet's

corporate showroom at AmericasMart® Atlanta won the coveted “Best of Floor” award in July 2009. As depicted below, Mainstreet’s showrooms prominently display Mainstreet’s distinctive, polka dot monogram trade dress:



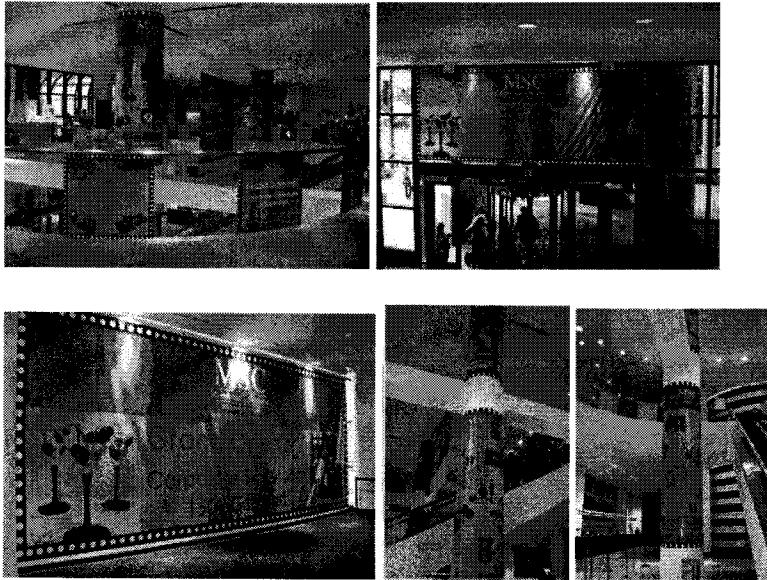
Mainstreet maintains a second permanent showroom at the Dallas Market Center, the second largest wholesale gift marketplace. Presently, Mainstreet’s Dallas showroom spans 2,800 feet and is depicted below:



19. Mainstreet participates in the market trade shows hosted by the campuses housing its showrooms in the AmericasMart® Atlanta and Dallas Market Center. AmericasMart® Atlanta hosts major trade shows in January and July of each year, and mini shows in March and September. Dallas Market Center hosts major shows in January and June, and mini shows in March and September. Tens of thousands of retailers attend each market show in Dallas and Atlanta and witness Mainstreet's trade dress prominently displayed both in its showroom and throughout the trade show campuses. Mainstreet spends significant time and money to promote its brand and products during these national trade shows, including:

- a. Developing large advertisements for Mainstreet's products that span walls, climb pillars, and frame doors throughout the marketplace. These advertisements incorporate Mainstreet's high contrast polka dot line through the products showcased in the advertisements, as well as in the artwork on the advertisements.

Examples of Mainstreet's trade show advertising include:



- b. Participating in television interviews from Mainstreet's corporate showrooms. At past trade shows, television stations from Atlanta, New York, and Dallas produced television segments about Mainstreet. Mainstreet's most recent television segment occurred in Dallas in June 2009.
- c. Hosting a cocktail hour with live entertainment as part of the showroom grand opening festivities at the last markets.
- d. Displaying its signature high contrast polka dot monogram merchandise.

Mainstreet's efforts in promotion during trade shows resulted in millions of dollars at wholesale from the most recent trade shows.

20. Prominent trade show publications feature Mainstreet's line of high polka dot monogram products in their trade show publications. These industry publications are sent to thousands of retailers. *The Market Magazine*, AmericasMart® Atlanta's premier catalogue, features Mainstreet's monogram catalogue. Nearly all the items displayed in the monogram catalogue feature Mainstreet's high contrast polka dot trade dress. One hundred twenty five thousand (125,000) retailers received a copy of *The Market Magazine*. Mainstreet also places a

full page advertisement in *The Source*, the Dallas Market's trade publication that is mailed to 50,000 retailers. Mainstreet's high contrast polka dot line of products is prominently displayed in these advertisements.

21. Mainstreet's high contrast, polka dot monogram products are also featured in Palmer Marketing's premier catalogue *Idea Book*. In October 2008, Palmer distributed six million copies of *Idea Book* with Mainstreet's distinctive product line to consumers nationwide. In addition to *Idea Book*, Palmer Marketing creates catalogs for retail stores and allows wholesalers from its *Idea Book* to include insert pages in those retail store catalogues. Mainstreet's inserts featuring its distinctive product line reached 758,000 consumers in Spring 2009; 659,000 consumers in Winter 2008; and 600,000 consumers in Winter 2009. These inserts also showcased Mainstreet's high contrast polka dot products.

22. Since the introduction of Mainstreet's high contrast, polka dot monogram line of products, the leading gift industry trade publication ranks Mainstreet at or near the top of its categories nationwide. *Gift Beat*, the gift industry's premier rankings newsletter, now ranks Mainstreet among the top gift and product companies in the nation. The rankings and accolades *Gift Beat* has awarded to Mainstreet include:

- a. In August 2009, Mainstreet topped *Gift Beat*'s national charts, placing first for monogrammed gifts.
- b. In February 2009, *Gift Beat* awarded Mainstreet high accolades for personalized gifts, ranking Mainstreet second in the nation, first in the South, second in the Midwest, and fourth in the northeast.
- c. In September of 2008, *Gift Beat* ranked Mainstreet number two in the nation for personalized gifts.

- d. *Gift Beat* ranked Mainstreet sixth in the nation for highest markups, ninth in the nation for reorders, and ninth in the nation for fashion accessories in September 2009.
- e. *Gift Beat* ranked Mainstreet fourth in the nation for girl themed gifts and awarded it an honorable mention for graduations gifts in July 2009.
- f. *Gift Beat* ranked Mainstreet third in the South and seventh in the nation for stationary accessories, fourth in the South and eight nationally for reorders, and fifth in the nation for friendship gifts in May 2009.
- g. In June 2006, Mainstreet placed third in the South and seventh in the nation for gifts costing five dollars (\$5) or less. *Gift Beat* also awarded MSC honorable mentions for glassware gifts and functional gifts.
- h. March 2009, *Gift Beat* ranked Mainstreet eighth in the nation for teen/tween gifts.
- i. In October 2009, Mainstreet placed fourth in the South for wine-themed gifts, and fifth in the South for fabric-themed gifts. Mainstreet earned honorable mentions on *Gift Beat's* national charts for steady sellers, tabletop/accessories, fabric-themed gifts, and wine-themed gifts.
- j. In August 2008, *Gift Beat* ranked Mainstreet third in the south for summer/seasonal gifts, a category in which it won an honorable mention nationally.

23. In the past two years, Mainstreet has sold tens of millions of dollars worth of product bearing its high contrast, polka dot monogram trade dress, and has invested hundreds of thousands of dollars and countless hours advertising, marketing and promoting its high contrast, polka dot monogram trade dress. As a result of such investments of time, effort, and resources in

the development of its distinctive and well known trade dress designs, Mainstreet's trade dress has acquired secondary meaning amongst consumers and is widely recognized as emanating from a single source and reflective of the highest quality standards. Mainstreet has accordingly built up substantial goodwill and selling power in its high contrast, polka dot monogram trade dress, and this trade dress has become an asset of tremendous value.

24. Mainstreet's high contrast, polka dot monogram trade dress is inherently distinctive, non-functional, and is well known and exclusively identified in the minds of the relevant public with monogram gift items made and sold by a single source.

BEEHIVE'S WRONGFUL ACTS

25. Beehive is a Louisiana entity that directly competes with Mainstreet and its retail customers. Beehive operates retail stores where, upon information and belief, it sells the accused products, maintains a website to sell its wholesale products at <http://www.beehivewholesale.com>, and also shows its products at the same trade shows as Mainstreet: AmericasMart® Atlanta and Dallas Market Center.

26. During 2008, Beehive purchased products at wholesale from Mainstreet, to include thousands of dollars worth of products bearing Mainstreet's distinctive high contrast, polka dot monogram trade dress.

27. Mainstreet's products were very popular with Beehive's customers, and Beehive prominently placed Mainstreet's products in its retail stores so that Mainstreet products were one of the first things their customers saw upon entering the Beehive stores. Mainstreet's products sold rapidly.

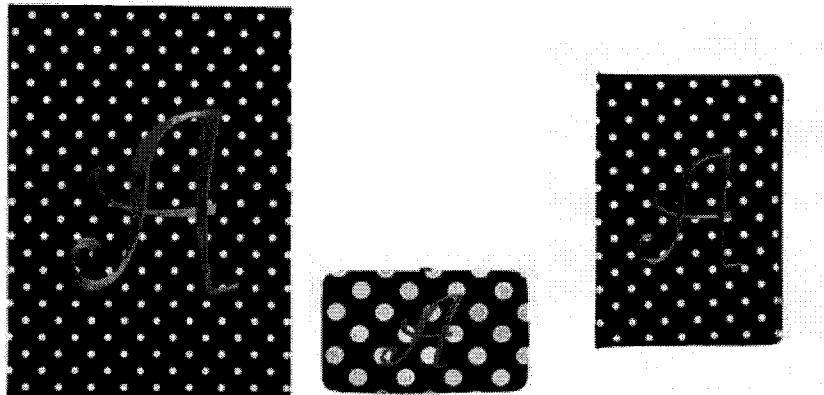
28. In February 2009, Mainstreet discontinued selling to Beehive based on concerns that Beehive was or would be copying Mainstreet products.

29. On or about November 13, 2009, Beehive distributed an email solicitation in which Beehive advertises at wholesale prices, products flagrantly copying Mainstreet's distinctive, high contrast, polka dot monogram and trade dress. The email was distributed into North Carolina and, upon information and belief, was distributed nationwide. A copy of Beehive's email advertisement is shown below.



30. Mainstreet visited Beehive's website and learned that Beehive markets and sells numerous products that flagrantly copy Mainstreet's distinctive high contrast, polka dot monogram trade dress. Examples of Beehive's infringing products include, but are not limited to:

- a. Beehive's "Black Dot Collection" portfolio, flat wallet, and small notepad;



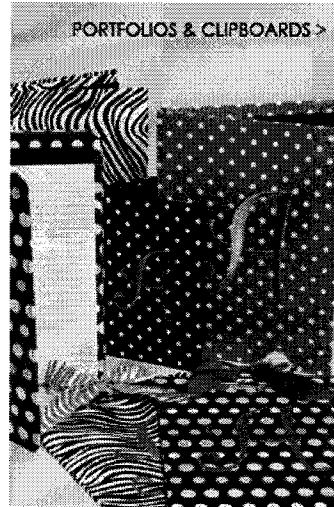
- b. Beehive's "Green Dot Collection" coin purse, flat wallet, and photo wallet; and



- c. Beehive's "Pink Dot Collection" portfolio, coin purse, and make-up bag



31. On November 23, 2009, Mainstreet discovered that Beehive is marketing Mainstreet's trade dress on the front page of Beehive's website, using the same image as was distributed in the aforementioned email advertisement, as follows:



32. Beehive slavishly copies Mainstreet's distinctive high contrast, polka dot monogram trade dress and offers it on numerous products that directly compete with the products Mainstreet offers. Beehive simply counterfeited Mainstreet's distinctive, well known, and highly successful product line.

33. Beehive's "Black Dot Line" slavishly copies the salient features of Mainstreet's high contrast, black with white polka dot monogram trade dress. With regard to these products, Beehive:

- a. Copies using black fabric with white polka-dots for the exterior covers of the products;
- b. Upon information and belief, uses the same Moire fabric for the exterior cover;
- c. Upon information and belief, uses the same sized dots at the same relative locations;
- d. Copies the same fluorescent monogram coloring: lime green and hot pink;

- e. Uses the identical Curlz font for each monogram;
- f. Upon information and belief, copies the identical size, position, and boldness for each monogram; and
- g. Upon information and belief, uses the same denier thread for each monogram.

34. Beehive's "Green Dot Line" slavishly copies the salient features of Mainstreet's high contrast, green with white polka dot monogram trade dress. With regard to these products, Beehive:

- a. Copies using green fabric with white polka-dots for the exterior covers of the products;
- b. Upon information and belief, uses identical Moire fabric for the exterior cover;
- c. Upon information and belief, uses the same sized dots at the same relative locations;
- d. Copies the same fluorescent monogram coloring: hot pink;
- e. Uses the identical Curlz font for each monogram;
- f. Upon information and belief, copies the identical size, position, and boldness for each monogram; and
- g. Upon information and belief, uses the same denier thread for each monogram.

35. Beehive's "Pink Dot Line" slavishly copies the salient features of Mainstreet's high contrast, pink with white polka dot monogram trade dress. With regard to these products, Beehive:

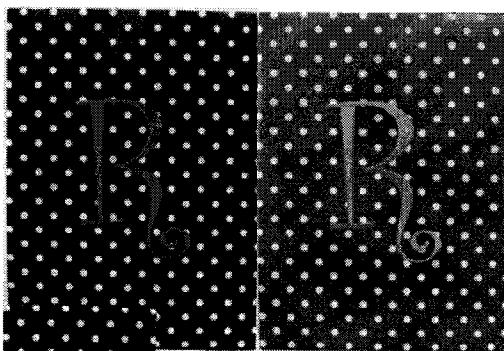
- a. Copies using pink fabric with white polka-dots for the exterior covers of the products;
- b. Upon information and belief, uses identical Moire fabric for the exterior cover;

- c. Upon information and belief, uses the same sized dots at the same relative locations;
- d. Copies the same fluorescent monogram coloring: lime green;
- e. Uses the identical Curlz font for each monogram;
- f. Upon information and belief, copies the identical size, position, and boldness for each monogram; and
- g. Upon information and belief, used the same denier thread for each monogram.

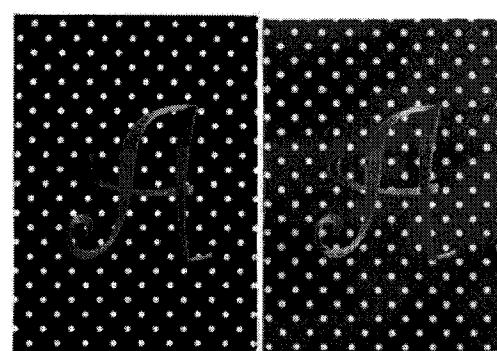
36. To the ordinary observer, Beehive is marketing and selling identical copies of Mainstreet's high contrast, pink with white polka dot monogram products, Mainstreet's high contrast, green with white polka dots monogram products, and Mainstreet's high contrast, black with white polka dots monogram products.

37. Mainstreet recognized that many of the products Beehive offers are products Mainstreet advertised in its monogram catalogue that was distributed by *The Market Magazine*. For example:

- a. Mainstreet advertised its portfolios with its distinctive, high contrast, polka dot monogram trade dress in its monogram catalogue (below left). Beehive now offers portfolios that incorporate Mainstreet's trade dress (below right).

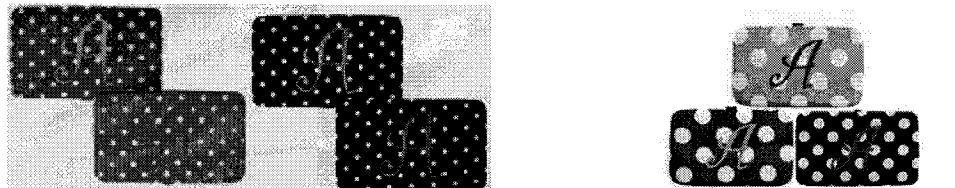


Mainstreet Portfolios

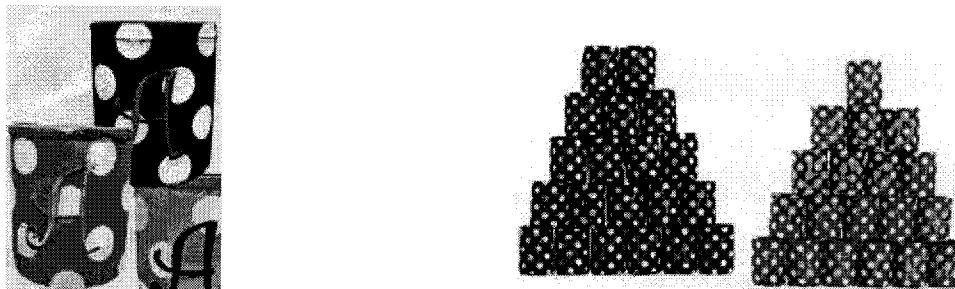


Beehive Portfolios

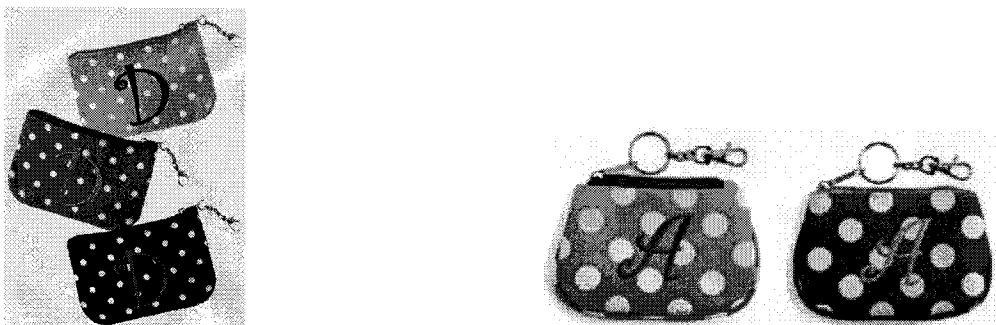
- b. Mainstreet advertised its flat wallets with its distinctive, high contrast, polka dot monogram trade dress in its monogram catalogue (below left). Beehive now offers flat wallets that incorporate Mainstreet's trade dress (below right).



- c. Mainstreet advertised its koozies with its distinctive high contrast, polka dot trade dress in its monogram catalogue (below left). Beehive now offers koozies that incorporate Mainstreet's trade dress (below right).



- d. Mainstreet advertised its coin purses incorporating its distinctive, high contrast, polka dot monogram trade dress in its monogram catalogue (below left). Beehive now offers coin purses incorporating Mainstreet's distinctive trade dress (below right).



38. Beehive was aware of Mainstreet's high contrast, polka dot monogram product line prior to marketing and selling its accused portfolio.

39. Upon information and belief, Beehive attended the 2009 trade shows at AmericasMart® Atlanta. Like every attendee of the 2009 trade shows at AmericasMart® Atlanta, Beehive received a copy of Mainstreet's monogram catalogue with Beehive's copy of *The Market Magazine*.

40. Beehive purposefully copied Mainstreet's trade dress and product offerings to directly compete against Mainstreet.

41. Undoubtedly, Beehive's counterfeit product confuses the ultimate purchasers and consumers of Mainstreet's products into believing that Beehive's product originates from, is associated with, or is otherwise approved by Mainstreet. This consumer confusion unfairly benefits Beehive and irreparably harms Mainstreet.

42. Upon information and belief, with full knowledge of Mainstreet's high contrast, polka dot monogram trade dress, Beehive purposefully and intentionally copied Mainstreet's trade dress to capitalize on the valuable goodwill and recognition established by Mainstreet's marketplace success in the monogram gift industry.

43. The parties' respective products are sold through retail outlets that often times compete in the same geographic marketplaces for the same consumers. The parties' respective products are also marketed and sold to the same wholesalers, to include at the same trade shows, namely AmericasMart® Atlanta and the Dallas Market Center.

44. Beehive's use of Mainstreet's high contrast, polka dot monogram trade dress in connection with the sale of monogram gift items has caused consumer confusion and irreparable

damage to Mainstreet and, if not enjoined, will continue to cause consumer confusion and irreparable injury to Mainstreet, its retailers, and to the consuming public.

**COUNT I
UNFAIR COMPETITION
15 USC § 1125(a) & NC Common Law**

45. Mainstreet repeats and realleges, as if fully set forth herein, each and every allegation contained in the foregoing paragraphs.

46. Beehive's actions have caused and are likely to continue causing confusion, mistake, and deception as to the origin, sponsorship, or approval of Beehive's high contrast, polka dot monogram products, and thus constitute trade dress infringement, false designation of origin, passing off, and unfair competition with respect to the distinctive look and feel of the Mainstreet high contrast, polka dot monogram trade dress, all in violation of § 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A), and North Carolina common law.

47. Mainstreet's trade dress is valid and enforceable, not functional and inherently distinctive and has attained secondary meaning such that consumers identify it as originating from a single source.

48. On information and belief, Beehive's copying has been deliberate, willful, intentional and in bad faith, with disregard of Mainstreet's rights and with intent to deceive or to create mistake or confusion in the minds of Mainstreet's customers and of the public generally, including the relevant public in North Carolina.

49. Beehive's wrongful conduct has permitted or will continue to permit Beehive to earn substantial revenues and profits on the strength of Mainstreet's extensive advertising, consumer recognition, and goodwill.

50. The goodwill of Mainstreet's business is of enormous value, and as a result of Beehive's acts as alleged herein, Mainstreet has suffered and will continue to suffer irreparable harm should Beehive's unfair competition be allowed to continue to the detriment of Mainstreet's trade, reputation and good will.

51. Mainstreet cannot be adequately compensated for these injuries by damages alone, and Mainstreet has no adequate remedy at law for Beehive's infringement of its rights. Mainstreet is entitled to injunctive relief, as well as enhanced damages and attorneys' fees.

COUNT II
N.C. GEN. STAT. § 75-1.1

52. Mainstreet repeats and realleges, as if fully set forth herein, each and every allegation contained in the foregoing paragraphs.

53. Beehive is trading upon Mainstreet's goodwill and reputation and passing off Beehive's goods and services as affiliated with Mainstreet, and Beehive's use of the Mainstreet trade dress has caused and is likely to continue causing confusion, mistake, and deception as to the affiliation, connection, or association of Beehive with Mainstreet, or as to the origin, sponsorship, or approval of Beehive's goods and services or commercial activities by Mainstreet.

54. Beehive's conduct constitutes unfair or deceptive acts, practices, and methods of competition in violation of N.C. Gen. Stat. § 75-1.1(a).

55. Beehive's passing off has a tendency to deceive and is unfair because it offends established public policy and is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers within the State of North Carolina.

56. On information and belief, Beehive's conduct has been deliberate, willful, intentional and in bad faith.

57. Beehive's wrongful conduct has caused Mainstreet to suffer and, absent intervention of the Court, will cause Mainstreet to continue to suffer actual damages and damage to its business, reputation, and goodwill.

58. Beehive's wrongful conduct has caused Mainstreet to suffer and, absent intervention of the Court, will cause Mainstreet to continue to suffer irreparable harm for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE Mainstreet respectfully prays the Court to:

- (a) issue preliminary and permanent injunctive relief, enjoining Beehive, and its agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Beehive, from: (1) reproducing, distributing, displaying or creating any copies or derivative works of any products or product packaging that are substantially similar to Mainstreet's trade dress; (2) using any advertising or promotional material referencing Mainstreet or its trade dress; (3) using any of Mainstreet's trade dress, including without limitation hot pink, lime green, white and black polka dot, with monograms in Curlz font, or any confusingly similar designs, colors, symbols, or combinations thereof in connection with the sale of Beehive's goods; (4) using any other designation which is confusingly similar to Mainstreet's trade dress or that is likely to create the impression that Beehive's business or services are associated with Mainstreet or are endorsed, authorized, or sponsored by Mainstreet; (5) engaging in unfair competition by infringing, misappropriating, or diluting Mainstreet's trade dress; (6) advertising or representing, directly or

indirectly, that Beehive is in any way affiliated with Mainstreet; (7) engaging in any actions in which Beehive holds itself out as having any association with Mainstreet; and (8) engaging in any other activities constituting an infringement of Mainstreet's trade dress and copyright rights;

- (b) Order Beehive to sequester, forfeit, and deliver up for destruction all infringing product in its possession, custody, or control, or in the possession, custody, or control of any of its agents or representatives, that bear Mainstreet's high contrast, polka dot monogram trade dress, or confusingly similar variations thereof;
- (c) Order Beehive to deliver up for destruction all materials in its possession, custody, or control, or in the possession, custody, or control of any of its agents or representatives, that display or show Mainstreet's high contrast, polka dot monogram trade dress, or confusingly similar variations thereof, including but not limited to signage, electronic publications, labels, catalogs, advertisements, pictures, promotional materials, and the like;
- (d) Find that Beehive's acts were willful and intentional and order Beehive to pay Mainstreet additional damages equal to three times the actual damages awarded to Mainstreet pursuant to 15 U.S.C. § 1117(a) and/or N.C. Gen. Stat. § 75-16;
- (e) Require Beehive to account to Mainstreet for its profits and the damages suffered by Mainstreet as a result of Beehive's acts alleged herein, including but not limited to an accounting by Beehive of all revenue and profits derived from its sales of goods as a result of Beehive's infringement under 15 U.S.C. § 1117, and that Mainstreet be awarded Beehive's profits as a consequence of the acts of infringement and that such award be trebled pursuant to 15 U.S.C. § 1117(a)

- and/or N.C. Gen. Stat. § 75-16;
- (f) that Mainstreet be awarded punitive damages;
 - (g) that this Court award Mainstreet its taxable costs and disbursements in this action pursuant to 15 U.S.C. §1117;
 - (h) Award pre-judgment and post-judgment interest as allowed by law;
 - (i) Award Mainstreet its reasonable attorneys' fees and expenses pursuant to 15 U.S.C. § 1117, N.C. Gen. Stat. § 75-16.1 and/or North Carolina common law; and
 - (j) that Mainstreet be afforded such other relief to which it is entitled pursuant to the Lanham Act, the North Carolina Unfair and Deceptive Trade Practices Act, North Carolina common law, and as this Court deems just and equitable.

MAINSTREET DEMANDS A TRIAL BY JURY

**COATS & BENNETT, P.L.L.C.
Attorneys for Mainstreet Collections, Inc.**

/s/ Anthony J. Biller
N. C. State Bar No.: 25,117
abiller@coatsandbennett.com
Emily M. Haas
N.C. State Bar No.: 39,716
ehaas@coatsandbennett.com
1400 Crescent Green, Suite 300
Cary, North Carolina 27518
Telephone: (919) 854-1844
Facsimile: (919) 854-2084

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

THE MAINSTREET COLLECTION, INC.

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)**DEFENDANTS**

BEEHIVE WHOLESALE, LLC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Coats & Bennett, PLLC, 1400 Crescent Green, Suite 300
Cary, NC 27518 (919) 854-1844**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- | | |
|------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity
(Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

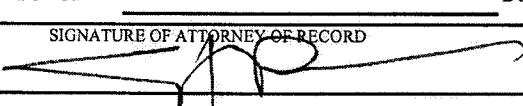
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark
			LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
				FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609
				<input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN	(Place an "X" in One Box Only)					
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. Sections 1051, et seq.
	Brief description of cause: Trade dress infringement, false designation of origin, & unfair competition

VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
------------------------------	----------------------------------------------------------------------------	-----------	-------------------------------------------------------------------------------------------------------------------------------------

VIII. RELATED CASE(S) IF ANY	(See instructions):	JUDGE	DOCKET NUMBER
------------------------------	---------------------	-------	---------------

DATE	SIGNATURE OF ATTORNEY OF RECORD
11/24/2007	

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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UNITED STATES DISTRICT COURT
for the
Eastern District of North Carolina

THE MAINSTREET COLLECTION, INC. _____)

Plaintiff)
v.) Civil Action No.
BEEHIVE WHOLESALE, LLC _____)

Defendant)

SUMMONS IN A CIVIL ACTION

To: (*Defendant's name and address*) Beehive Wholesale, LLC
c/o Brent Bernard, Registered Agent
1901 North Service Rd. East
Ruston LA 71270

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Anthony J. Biller
Coats & Bennett, PLLC
1400 Crescent Green, Suite 300
Cary, NC 27518
Telephone: (919) 854-1844
Facsimile: (919) 854-2084
E-mail: abiller@coatsandbennett.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DENNIS P. IAVARONE, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

- I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or
- I left the summons at the individual's residence or usual place of abode with *(name)* _____,
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or
- I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or
- I returned the summons unexecuted because _____; or
- Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

EXHIBIT 84

REDACTED

EXHIBIT 85

REDACTED

EXHIBIT 86

REDACTED

Exhibit 87

REDACTED

EXHIBIT 88

REDACTED

EXHIBIT 89

REDACTED

EXHIBIT 90

REDACTED

EXHIBIT 91

REDACTED

EXHIBIT 92

[Feedback](#)
[Register Domains](#)
[Not Active](#)

Domain Details

[About](#) [How to Register a Domain](#) [FAQ](#)
[Save BIG on websites, domain names and more.](#)

New!
Mobile Domain Management
[See More](#)

Great news! The new DNS Manager is live.



Domain Information

Registered: 2/21/2008

Locked: Locked

Expires On: 5/30/2014

Auto Renew: On

Extended Auto Renew: Off

Status: Active

Authorization Code:

Forwarding: Off

[Manage](#)
[Renew Now](#)
[Current Date Now!](#)
[Manage](#)
[Get Extended Auto-Renew!](#)
[Refresh Page](#)
[Send by Email](#)

[Manage](#)

Domain Enhancements

Privacy: Off

[Learn More/Add](#)

Domain Ownership Protection: Off

[Learn More/Add](#)

Certified Domain: No certification.

[Learn More/Add](#)

Domain Appraisals: No appraisals.

[Learn More/Add](#)

Premium Listings: No Premium Listings.

[Learn More/Add](#)

CashParking: Disabled

[Learn More/Add](#)

Business Registration: Off

[Learn More/Add](#)

Related Products

Hosting: Not hosted here

[Learn More/Add](#)

WebSite Tonight®: Off

[Learn More/Add](#)

Email Accounts: None

[Manage](#)

Domain Starter Page: No starter page.

[Manage](#)

Domain Variations Bundle: Options available
[Learn More/Add](#)

Nameservers

Nameservers: (Last Update 10/14/2009)

[Set Nameservers](#)

DNS01.BTG-LLC.COM

[Manage DNS Records](#)

DNS02.BTG-LLC.COM

DNS Manager

DNS Manager: (Not hosted here)

TLD Specific

Not Applicable

Contacts (edit)

Registrant (edit)	Administrative (edit)	Technical (edit)	Billing (edit)
Amy Bernard Beehive Jewelry Co. 1901 N Service Rd. E Ruston, Louisiana 71270 United States amy@beehivecentral. com Tel +1.3182550524 Fax +1.3182557068	Amy Bernard Beehive Jewelry Co. 1901 N Service Rd. E Ruston, Louisiana 71270 United States amy@beehivecentral. com Tel +1.3182550524 Fax +1.3182557068	Amy Bernard Beehive Jewelry Co. 1901 N Service Rd. E Ruston, Louisiana 71270 United States amy@beehivecentral. com Tel +1.3182550524 Fax +1.3182557068	Amy Bernard Beehive Jewelry Co. 1901 N Service Rd. E Ruston, Louisiana 71270 United States amy@beehivecentral. com Tel +1.3182550524 Fax +1.3182557068

EXHIBIT 93

by beehive
Swap
watch



B001000

EXHIBIT 94

Utermohlen, William J.

From: Utermohlen, William J.
Sent: Friday, April 29, 2011 1:34 PM
To: 'legal@etsy.com'
Subject: FW: Infringement of SWAP Mark

Further to our discussion, here are the links to the 12 items that mention SWAP (aside from the text of the webpage itself).

<http://www.etsy.com/listing/37660804/hematite-gray-interchangeable-beaded>
<http://www.etsy.com/listing/49035165/silver-tone-watch-face-with-loops-loops>
<http://www.etsy.com/listing/48133862/white-10mm-faux-pearl-beaded-swap>
<http://www.etsy.com/listing/37660424/silvertone-and-goldtone-beaded-swap>
<http://www.etsy.com/listing/49038074/black-glass-interchangeable-beaded-swap>
<http://www.etsy.com/listing/37665604/coral-beaded-swap-bracelet-watch-band-or>
<http://www.etsy.com/listing/37665703/black-onyx-beaded-swap-bracelet-watch>
<http://www.etsy.com/listing/49035663/black-onyx-interchangeable-beaded-swap>
<http://www.etsy.com/listing/49037370/blue-glass-interchangeable-beaded-swap>
<http://www.etsy.com/listing/37655302/goldtone-geneva-square-watch-face-with>
<http://www.etsy.com/listing/44530619/red-turquoise-and-white-coral>
<http://www.etsy.com/listing/55265741/white-interchangeable-swap-bracelet>

From: legal@etsy.com [mailto:legal@etsy.com]
Sent: Friday, April 29, 2011 11:56 AM
To: Utermohlen, William J.
Subject: Re: Infringement of SWAP Mark

Please reply above this line

Please see our response below...

Case #: 10048

Jason Seger

APR 29, 2011 | 03:56PM UTC

Hi William

Thanks for getting back to us so quickly.

I greatly appreciate your client's concern. The letter seems to be regarding an intellectual property issue with a user party or user-generated content. Please understand that Etsy is comprised of individual sellers who post listings to s you provided is an individual storefront or Etsy shop page. In order to be sure we're removing the correct infringing n which listings are of concern. A link or listing ID to each item that is infringing is sufficient.

- Identification of the material that is claimed to be infringing upon the intellectual property. Include information regan material with sufficient detail so that Etsy is capable of finding and verifying its existence (for listings, please provide

Yours Truly,
Jason
Legal Support

William J.

APR 29, 2011 | 03:42PM UTC

Dear Mr. Seger:

We did comply with your policy by identifying the relevant webpage in our letter. Your response appears to be a form letter, so it is not clear to us what you are asking us to do that we have not done. Please confirm that you have read our letter. The issue is with your website, not the product, as is stated in our letter.

Sincerely,

William J. Utermohlen

Jason Seger

APR 29, 2011 | 03:34PM UTC

Dear Mr. Otermohlen

I am in receipt of a correspondence to Etsy dated 04/29/2011 regarding an intellectual property issue with one or more users of Etsy's service posting third party or user-generated content. Please note that Etsy is a venue to buy and sell all things handmade. Etsy is not a juried site.

Etsy takes intellectual property rights seriously and I need to ask that you provide Etsy with additional information pursuant to Etsy's Copyright and Intellectual Property Policy (the "Policy"). Specifically, we need links or listings ID's to the material infringing the intellectual property, per our notice requirement:

Identification of the material that is claimed to be infringing upon the intellectual property. Include information regarding the location of the infringing material with sufficient detail so that Etsy is capable of finding and verifying its existence (for listings, please provide item numbers);

The Policy and the notice requirements are found at <http://www.etsy.com/policy/ip>. Once we receive proper notice, Etsy will comply with our policy.

You can also contact the other party via Etsy's Conversation (or "Convo") feature. To "Convo" a member, first Sign In to Etsy. (To create an Etsy account, you only need a username, a valid email address, and a password.) Once you've signed in, go to username.etsy.com. Once you're in the user's Etsy page, find the CONTACT link on the left under Shop Owner. More information about Conversations: http://help.etsy.com/app/answers/detail/a_id/71/kw/conversations

Sometimes a matter is better resolved between the parties. However, as I stated above, Etsy will comply with our Policy when given proper notice.

If you have any questions, feel free to contact me.

Very truly yours,

Jason
Legal Support

William J.

APR 29, 2011 | 03:13PM UTC

Original message

Re: Infringement of SWAP Mark

Dear Sir or Madam:

We enclose a letter regarding the above matter.

Sincerely,

William J. Utermohlen
<<etsy0429.pdf>>

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EXHIBIT 95

Swap Watch by swapwatch on Etsy

Page 1 of 3

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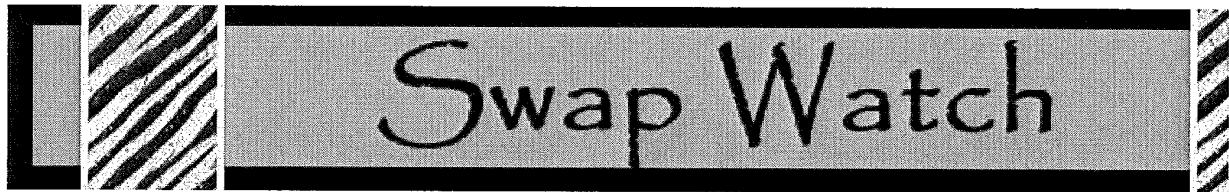
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Swap Watch by swapwatch on Etsy

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Thank you for visiting Swap Watch. We're glad you're here! We specialize in creating custom interchangeable watch bands for all styles and sizes. Each one of our bands is handmade and individually designed. We love creating styles for everyday wear, special occasions and everything in between... [read more](#)

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swapwatch

Swap Watch

Shop Owner



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Shop Info

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- [Request custom item](#)
- Opened on Oct 27, 2009
- 0 items for sale
- [1 sale](#)

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- [Add to favorites](#)

Swap Watch by swapwatch on Etsy

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EXHIBIT 96

Chronograph Canvas Watch: Swappable Red Canvas Strap

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Chronograph Canvas Watch

SELASA, 26 APRIL 2011

Swappable Red Canvas Strap



Swappable red canvas strap

Diposkan oleh admin di 16:42

0

0 komentar:



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Chronograph Canvas Watch: Swappable Red Canvas Strap

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Chronograph Canvas Watch.

We Sale Watches

Chronograph Canvas Watch

CHRONOGRAPH CANVAS WATCH

Chronograph Canvas Watch
CHRONOGRAPH CANVAS WATCH

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18mm Zulu 2 Ring Military Green Nylon Watch Strap

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Timex Chronograph Black Dial Men's Watch #T2N0856K...

Seiko 5 Men's SNK809 Automatic Black Strap Black ...

Timex Women's T49661 Expedition Classic Digital Ch...

Pulsar Men's PF8193 Chronograph Camo Green Strap W...

Citizen Men's BM6400-00E Eco-Drive Canvas Watch

Fossil Decker Chronograph Black Dial Watch

Casio Men's PAS400B-5V Pathfinder Forester Fishing...

Seiko Men's SNK805K2 Automatic Green Dial Green Fa...

Citizen Men's BM8475-00X Eco-Drive Military Black ...

Seiko Men's SNDA65 Chronograph Strap Watch

Citizen Men's BM8180-03E Eco-Drive Canvas Strap Wa...

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Template Simple. Didukung oleh Blogger.

Chronograph Canvas Watch: Swappable Red Canvas Strap

Page 3 of 3

EXHIBIT 97

Slyde HD3 watch has swappable digital watch dials for that sci-fi look | DVICE

Page 1 of 5

The screenshot shows the DVICE website homepage. At the top, there's a banner for Delta Assist with the text "@DELTAASSIST IS LISTENING AND READY TO HELP 24/7." Below the banner, there are two sections: "TOP STORIES • JUN 20 2011" and "TRENDING TOPICS: APPS • FASHION • LASERS". The "TOP STORIES" section includes links to stories about 'Made for Android' earphones, industrial behemoths, Captain Picard, a 'Wing House', Bandi Scarab, and Electrolux kitchen concepts. The "TRENDING TOPICS" section includes links to stories about OLEDs, the Slyde HD3 watch, and other topics. A central news article is titled "Slyde HD3 watch has swappable digital watch dials for that sci-fi look" by Raymond Wong, published on Jan 24, 2011. The article has 5 comments. To the right of the main content, there's a sidebar for "HAUNTED COLLECTOR" with new episode information and a "MOST COMMENTED" section listing stories about Senate cancellations and Japanese scientists.

The Syfy Online Network

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Where are 'Made for Android' earphones?

9 industrial behemoths that are probably here to destroy us

10 indisputable reasons why Captain Picard is awesome

Photos: Gorgeous 'Wing House' made from 747 plane parts

Bandi Scarab is one really dangerous-looking gaming PC

17 more Electrolux kitchen concepts that are too awesome to exist

OLED • SLYDE HD3 • WATCH

Slyde HD3 watch has swappable digital watch dials for that sci-fi look

By Raymond Wong
9:16AM on Jan 24, 2011

5

Comments

HAUNTED COLLECTOR

New Episodes
Wednesdays 9/8c

MOST COMMENTED

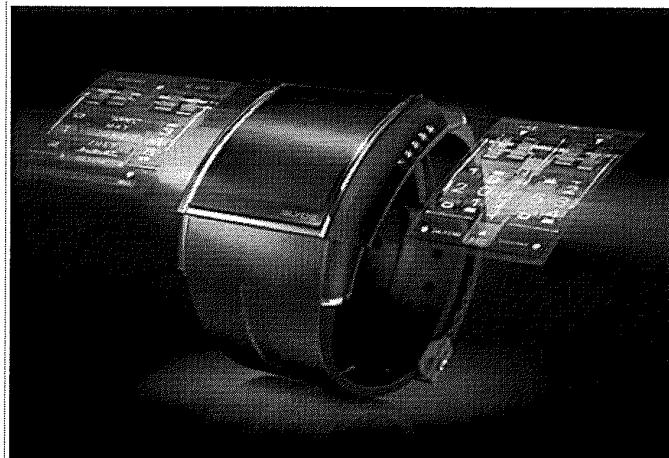
Senate cancels Navy's Free Electron Laser and railgun

Japanese scientist wants you eat reconstituted poop burgers

001794

Slyde HD3 watch has swappable digital watch dials for that sci-fi look | DVICE

Page 2 of 5



Stop whatever you're doing and look at this watch. The Slyde HD3 is the last customizable watch you'll ever need. It's a touchscreen wristwatch with swappable digital watch dials that make all those iPod Nano watches look like garbage.

1

Designed by Jorg Hysek Jr., the Slyde HD3 has an LED screen (OLED option a possibility too), a sapphire crystal cover, water-resistant titanium body (up to 30 meters) and a battery indicator on the side of the watch head. A fancy digital watch not enough? The Slyde HD3 also has a calendar and photo viewer. Don't see a music player in there, but most people own some sort of MP3 player anyway.

If you just take a look at the video below, your mind might be blown (mine was). The swappable digital watches look so intricate — for a digital solution, it might just work very nicely instead of forking over the cash for a Devon Tread 1.

Prices for new digital watch dials will be cost a hefty \$50 to \$100. No word yet on how much the wristwatch itself will actually sell for. The Slyde HD3 comes in your silver and black. I'll take a black one please!

Slyde HD3, via Acquire and Gizmodo

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Adario Strange

Slyde HD3 watch has swappable digital watch dials for that sci-fi look | DVICE

Page 3 of 5

User Comments [5] ▾



NT121784 on Jan 24, 2011 09:30 AM

ive got one of these, its called a phone
very cool looking though, :D ►Reply



disconnected on Jan 24, 2011 09:57 AM

thanks but i like my 10 year old swiss watch because it doesnt scratch while i climb! ►Reply



Jay on Jan 24, 2011 10:45 AM

It's still waaaay too thick. I don't think LCD watches will look even remotely stylish until they find a way to put all the components of an LCD screen into a flexible, 2mm wafer. ►Reply



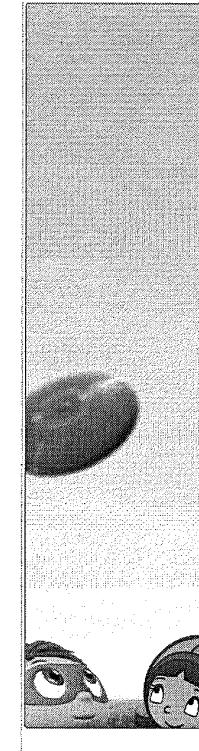
namelessme on Jan 26, 2011 12:26 AM

I have an imac from 2006 that still works better than the HP laptop I bought last year, which incidentally has 'better' specs than my imac. ►Reply



waitwhat on Mar 01, 2011 05:40 PM

Looks cool, but not at the proposed ~\$5500 price tag. I would consider a purchase around \$800.
►Reply



Comment by logging in via Facebook or Twitter

Name

Email

001796

Slyde HD3 watch has swappable digital watch dials for that sci-fi look | DVICE

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Security



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Slyde HD3 watch has swappable digital watch dials for that sci-fi look | DVICE

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001798

EXHIBIT 98

Gps Watch Brand New Sales, Buy Gps Watch Brand New Products from alibaba.com

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Gps Watch Brand New



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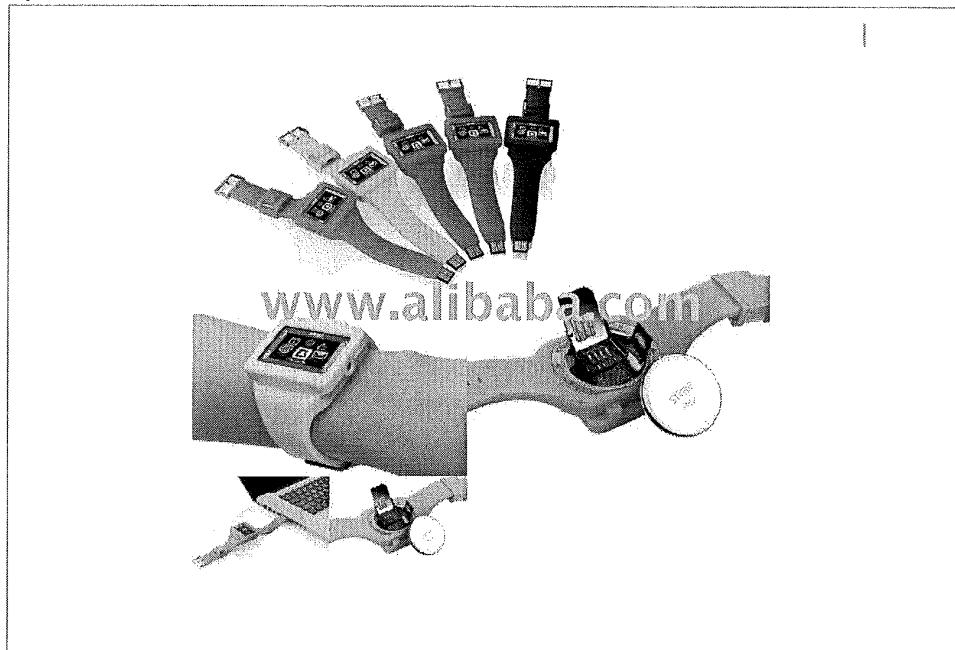
Gps Watch Brand New Sales, Buy Gps Watch Brand New Products from alibaba.com

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Gps Watch Brand New

**Brief Description:**

Brand New

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Send a Message to this Supplier

Send your message to this supplier

From: Enter email or Member ID

To: Ms. Windy Wayne

Windy Trendy Store Entr

Message: Enter your inquiry details such as product name, color, size, MOQ, FOB, etc.

Enter between 20 to 8,000 characters.

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EXHIBIT 99

Puma Swap Womens Watches

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Puma Swap Womens Watches



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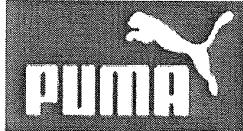
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The Puma Swap Womens Watch Collection is a playful collection that features stylish watches with interchangeable straps



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Bracelet - Black Dial
[PU100082001](#)



Puma Ladies Swap -
58 Crystal Bezel -
Stainless Steel
Bracelet - Silver Dial
[PU100092001](#)



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Steel Case - 2
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Puma Swap Womens Watches

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6/17/2011 9:32:24 AM

h:2

EXHIBIT 100

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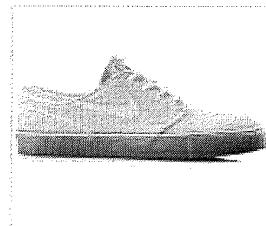
The Hundreds Swap Watch is a custom timepiece with multiple removable bands.

(CLICK TO EXPAND)

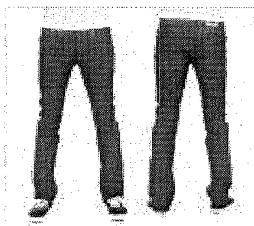
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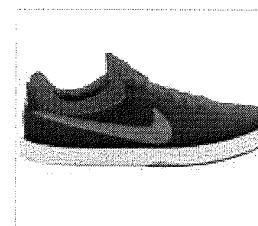


Active Reform Denim
\$49.99

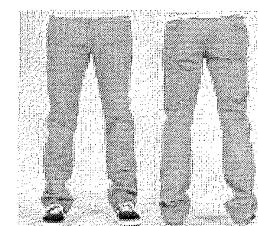
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